

In the opinion of Co-Bond Counsel to the City, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, interest on the Bonds is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. (See "TAX STATUS" herein for a description of certain other provisions of law, which may affect the federal tax treatment of the interest on the Bonds). Interest on the Bonds is not exempt from State of Wisconsin income tax or franchise tax.

\$25,000,000
CITY OF MILWAUKEE, WISCONSIN
VARIABLE RATE GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2005 V8

Dated: Date of Initial Issuance

Due: February 1, 2025

The Variable Rate General Obligation Corporate Purpose Bonds, Series 2005 V8 (the "*Bonds*") of the City of Milwaukee, Wisconsin (the "*City*") are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("*DTC*"), New York, New York, which will act as securities depository for the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry-only form, and purchasers of beneficial interests in the Bonds ("*Beneficial Owners*") will not receive certificates representing their interests in the Bonds. Payments of the principal of, premium, if any, interest on and purchase price for the Bonds will be made directly to DTC or its nominee, Cede & Co., by J.P. Morgan Trust Company, National Association, as Trustee (the "*Trustee*"), so long as DTC or Cede & Co. is the registered owner of the Bonds. DTC is expected, in turn, to remit such payments to DTC Direct Participants and Indirect Participants for subsequent disbursement to the Beneficial Owners. See "THE BONDS—Book-Entry Only System" herein.

Each Bond may bear interest at a Daily Rate, a Weekly Rate, a Bond Interest Term Rate, an Auction Rate, a Long Term Rate or a Fixed Rate. While a Bond bears interest at any of said rates, such Bond will be deemed to be operating in a Daily Rate Period, a Weekly Rate Period, a Short Term Rate Period, an Auction Rate Period, a Long Term Rate Period or a Fixed Rate Period, respectively. Portions of the Bonds may bear interest at a type of rate different from other portions of the Bonds. The interest rate mode in which a Bond is operating may be changed from time to time as described in this Official Statement. Initially, all of the Bonds will be issued in a Weekly Rate mode, and will remain in that interest rate mode until converted to another interest rate mode as described in this Official Statement. Information regarding the initial interest rate on the Bonds may be obtained from Banc of America Securities LLC, as remarketing agent (in such capacity, the "*Remarketing Agent*") for the Bonds. Interest on the Bonds is payable initially on the first business day of each calendar month, commencing on January 3, 2006, and thereafter is payable as described in this Official Statement.

The Bonds are being issued to finance a portion of the costs of various projects for the City. The Bonds will be issued pursuant to resolutions adopted by the Common Council of the City, on February 1, 2005, and on November 15, 2005, and a Trust Indenture dated as of November 1, 2005 by and between the City and the Trustee. The Bonds are direct general obligations of the City, payable from taxes levied on all taxable property within the City, subject to taxation by the City, without limitation as to rate or amount.

The Bonds are subject to optional and mandatory redemption prior to maturity as described in this Official Statement. The Bonds are also subject to optional and mandatory tender for purchase under the circumstances described in this Official Statement.

Purchases of the Bonds bearing interest at a Daily Rate or a Weekly Rate that are not remarketed by the Remarketing Agent initially will be funded, subject to certain conditions described herein, under the Standby Bond Purchase Agreement dated as of November 1, 2005 (the "*Liquidity Facility*") among the City, the Trustee and State Street Bank and Trust Company.



STATE STREET.

Under certain circumstances described herein, the Liquidity Facility may be terminated without notice to the owners of the Bonds and without mandatory tender. See "The Bonds - Optional and Mandatory Tenders - *Mandatory Tender for Purchase upon Termination, Expiration or Replacement of the Letter of Credit or a Liquidity Facility*" and "The Liquidity Facility - *Expiration of the Liquidity Facility*" herein.

Price: 100%

The Bonds are offered when, as and if issued, subject to the approval of their legality by Hawkins Delafield & Wood LLP, New York, New York, and Quarles & Brady LLP, Milwaukee, Wisconsin, Co-Bond Counsel, and certain other conditions. Certain legal matters will be passed upon by the City Attorney, as counsel for the City, by Winston & Strawn LLP, Chicago, Illinois, as counsel for the Liquidity Facility Provider, and by Chapman and Cutler LLP, Chicago, Illinois, and Hurtado, S.C., Wauwatosa, Wisconsin, as co-counsel for the Underwriter. It is anticipated that the Bonds will be available for delivery at the facilities of DTC in New York, New York, on or about December 1, 2005.

BANC OF AMERICA SECURITIES LLC

This Official Statement is dated November 23, 2005.

No dealer, broker, salesman or other person has been authorized by the City of Milwaukee, Wisconsin (the “City”), State Street Bank and Trust Company (the “*Liquidity Facility Provider*”) or Banc of America Securities LLC (the “*Underwriter*”) to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations should not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any state in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City, the Liquidity Facility Provider and the Underwriter, and other sources which are deemed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the City, the Liquidity Facility Provider or the Underwriter. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the City or the Liquidity Facility Provider since the date hereof (or since the date of any information included herein that is dated other than the date hereof).

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

EXCEPT AS OTHERWISE DESCRIBED HEREIN UNDER THE CAPTION “THE BONDS—OPTIONAL AND MANDATORY TENDERS,” IF AND WHEN AN OWNER OF A BOND ELECTS TO SELL A BOND PRIOR TO ITS MATURITY, THERE IS NO ASSURANCE THAT A MARKET WILL HAVE BEEN ESTABLISHED, MAINTAINED OR IS IN EXISTENCE FOR THE PURCHASE AND SALE OF THE BONDS. THE UNDERWRITER INTENDS, BUT ASSUMES NO OBLIGATION, TO ESTABLISH OR MAINTAIN SUCH A MARKET, AND THE UNDERWRITER IS NOT OBLIGATED TO REPURCHASE ANY OF THE BONDS AT THE REQUEST OF THE OWNER THEREOF.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF ANY STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “anticipate,” “budget” or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY, THE LIQUIDITY FACILITY PROVIDER, THE UNDERWRITER NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR.

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OFFICIAL STATEMENT
\$25,000,000
CITY OF MILWAUKEE, WISCONSIN
VARIABLE RATE GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2005 V8
INTRODUCTION

This Official Statement, including the cover page and the Appendices hereto, is furnished in connection with the offer and sale by the City of Milwaukee, Wisconsin (the “City”) of \$25,000,000 aggregate principal amount of its Variable Rate General Obligation Corporate Purpose Bonds, Series 2005 V8 (the “Bonds”). The Bonds are being issued pursuant to Chapter 67 of the *Wisconsin Statutes*, as supplemented and amended (the “Act”), a Trust Indenture dated as of November 1, 2005 (the “Indenture”) by and between the City and J.P. Morgan Trust Company, National Association, as Trustee (the “Trustee”), and resolutions adopted by the Common Council of the City on February 1, 2005, and November 15, 2005. The Bonds are being issued for the purpose of financing the costs of various projects of the City and the costs of issuance of the Bonds.

The Bonds are direct general obligations of the City, payable from taxes levied on all taxable property within the City, subject to taxation by the City, without limitation as to rate or amount. See “SECURITY FOR THE BONDS” herein.

The purchase price of the Bonds bearing interest at a Daily Rate or a Weekly Rate that are not remarketed by Banc of America Securities LLC, as remarketing agent (in such capacity, the “*Remarketing Agent*”), are further secured by moneys drawn by the Trustee under the Standby Bond Purchase Agreement dated as of November 1, 2005 (the “*Liquidity Facility*”) by and among the City, the Trustee and State Street Bank and Trust Company (the “*Liquidity Facility Provider*”). The Liquidity Facility provides for the Trustee to draw an amount equal to (i) the principal amount of the Bonds to enable the Trustee to pay the principal component of the purchase price of the Bonds, and (ii) the interest on the Bonds for 34 days at the Maximum Rate (as hereinafter defined) to enable the Trustee to pay the interest component of the purchase price of the Bonds. Under certain circumstances described herein, the Liquidity Facility may be terminated without notice to the owners of the Bonds and without mandatory tender. See “THE LIQUIDITY FACILITY PROVIDER” and “THE LIQUIDITY FACILITY” herein.

The foregoing introductory information is subject in all respects to the more complete information contained elsewhere in this Official Statement. Capitalized terms used in this Official Statement and not otherwise defined shall have the meanings ascribed to them in APPENDIX D attached to and made a part of this Official Statement.

Brief descriptions of the City, the Indenture, the Bonds, the Liquidity Facility Provider, the Liquidity Facility and other agreements and documents pertaining to the Bonds are included in this Official Statement. All references herein to such agreements and documents are qualified in their entirety by reference to such agreements and documents, and references herein to the Bonds are qualified in their entirety by reference to the form thereof included in the Indenture. Copies of such agreements and documents are available at the principal office of the City Hall at 200 East Wells Street, Milwaukee, Wisconsin 53202, Attention: Comptroller.

THE CITY

The City is located on the western shore of Lake Michigan in southeastern Wisconsin. The City is the hub of the metropolitan area and a thriving place to live and work. The City is Wisconsin's largest city with a population of approximately 593,920, and is the principal trade, service and financial center of southeastern Wisconsin. The surrounding Standard Consolidated Metropolitan Statistical Area (SCMSA) consisting of Milwaukee, Waukesha, Washington, Ozaukee and Racine Counties, has a population of nearly 1.6 million. This SCMSA is the 24th largest metropolitan area in the United States.

The City was incorporated as a city on January 31, 1846, pursuant to the laws of the territory of Wisconsin. Wisconsin gained statehood in 1848. The City, operating under a Home Rule Charter since 1874, has a council-mayor form of government.

The City is authorized to issue the Bonds under the Act. Under the Act, the Bonds are direct general obligations of the City, payable from taxes levied on all taxable property within the City, subject to taxation by the City without limitation as to rate or amount. See "SECURITY FOR THE BONDS" herein.

More detailed information about the City appears in APPENDIX A attached to and made a part of this Official Statement. The audited Annual Financial Report of the City for Fiscal Year Ended December 31, 2004, appears as APPENDIX B attached to and made a part of this Official Statement.

THE BONDS

GENERAL

The Bonds shall be issuable as fully registered bonds without coupons. The Bonds shall be dated the date of their initial issuance and delivery, and shall mature on February 1, 2025, subject to prior optional and mandatory redemption as further described in this Official Statement. The Bonds shall be issuable in authorized denominations which means, with respect to the Bonds bearing interest at the Daily Rate, the Weekly Rate and the Bond Interest Term Rate, \$100,000 or any integral multiple thereof; with respect to Bonds bearing interest at the Auction Rate, \$25,000 or an integral multiple thereof; and, with respect to Bonds bearing interest at the Fixed Rate and the Long Term Rate, \$5,000 and any integral multiple thereof.

The Trustee shall act as paying agent for the purpose of effecting payment of the principal of, redemption premium, if any, and interest on and purchase price of the Bonds. The principal of, redemption premium, if any, and interest on and purchase price of the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

Interest on the Bonds shall be paid by check or draft mailed on the applicable Interest Payment Date by Mail to the Persons whose names appear on the books of registry of the Trustee as the Registered Owners of such Bonds as of the close of business on the Record Date at such Persons' addresses as they appear on such books of registry, except that an Owner of \$1,000,000 or more in principal amount of Bonds may be paid interest by wire transfer to an account in the United States if such Owner makes a written request of the Trustee at least one Business Day preceding the applicable

Record Date specifying the wire transfer instructions for such Owner. Such notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice. Payments of default interest shall be paid by check, draft or wire transfer to the Owners as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the Owners by the Trustee not less than ten (10) days prior thereto.

At any given time, the Bonds or any portions thereof as designated by the City (a “*Tranche*”), may operate in one of six (6) rate periods and shall bear interest at a Daily Rate, a Weekly Rate, a Bond Interest Term Rate, an Auction Rate, a Long Term Rate or a Fixed Rate, as further described in this Official Statement. The Bonds shall initially be issued bearing interest at a Weekly Rate. It is not necessary that all of the Bonds operate in the same Interest Rate Period at the same time. The Bonds are subject to optional and mandatory redemption prior to maturity as summarized herein under the subheading “REDEMPTION OF BONDS”. The Bonds are subject to optional and mandatory tender for purchase under certain circumstances as summarized herein under the subheading “OPTIONAL” AND MANDATORY TENDERS.”

INTEREST RATES AND INTEREST RATE PERIODS

General. The Bonds shall bear interest at Daily Rates, Weekly Rates, Bond Interest Term Rates, Auction Rates, Long Term Rates or Fixed Rates, determined as described below, from and including their date or from and including the most recent Interest Payment Date to which interest has been paid or duly provided for; *provided*, that in no event will the interest rate on any Bonds exceed the Maximum Interest Rate. The interest rate for each Bond bearing interest at a Daily Rate, Weekly Rate, Bond Interest Term Rate and Long Term Rate during each Interest Rate Period shall be determined by the Remarketing Agent as the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause such Bonds to have a market value as of the date of determination equal to the principal amount thereof, taking into account Prevailing Market Conditions. The interest rate of Bonds bearing interest at the Auction Rate will be established as described under the subheading “*Auction Rate Period; Auction Rate*” herein. The interest rate on Bonds bearing interest at the Fixed Rate will be established as described under the subheading “*Fixed Rate Period; Fixed Rate*” herein.

Interest on the Bonds shall be payable in arrears on each Interest Payment Date, commencing on January 3, 2006. “*Interest Payment Date*,” with respect to the Bonds, means (i) as to Bonds bearing interest at a Daily Rate and a Weekly Rate, the first Business Day of each calendar month, any day that is a Conversion Date from a Daily Rate Period or a Weekly Rate Period, as appropriate, and the maturity date for the Bonds; (ii) as to Bonds bearing interest at a Bond Interest Term Rate, the first Business Day after the last day of each Bond Interest Term within each Short Term Rate Period and any day that is a Conversion Date from Bonds bearing interest at a Bond Interest Term Rate; (iii) as to Bonds bearing interest at an Auction Rate, the Auction Rate Interest Payment Date; (iv) as to Bonds bearing interest at a Long Term Interest Rate, the calendar day after the last day of the Long Term Interest Rate Period and the calendar day six months prior, commencing with the first such date next succeeding the 31st day after the Conversion Date; except if the last day of the Long Term Interest Rate Period is the Maturity Date, the Interest Payment Dates shall be the first February 1 or August 1 next succeeding the 31st day after the Conversion Date to a Long Term Interest Rate and each February 1 and August 1 thereafter; (v) as to Bonds bearing interest at a Fixed Interest Rate, the first February 1 or August 1 next succeeding the 31st day after the Conversion Date to a Fixed Interest Rate and each February 1 and August 1 thereafter.

The amount of interest payable with respect to any Bonds on any Interest Payment Date shall be computed (1) during Daily Interest Rate Periods, Weekly Interest Rate Periods or Short Term Interest Rate Periods, on the basis of a 365– or 366– day year for the number of days actually elapsed, and (2) during Long Term Interest Rate Periods or Fixed Interest Rate Periods, on the basis of a 360 day year of twelve 30 day months. Interest on the Bonds bearing interest at an Auction Rate shall be computed on the basis of a 360-day year and the number of days actually elapsed.

Daily Interest Rate Period; Daily Rates. A Daily Interest Rate Period shall commence on a Business Day, and shall extend to, but not include, the next succeeding Business Day. Bonds in a Daily Rate Period shall bear interest at a Daily Rate.

The Remarketing Agent will set the Daily Rate no later than 10:00 a.m., New York City time, on the commencement date of the Daily Interest Period to which it relates.

Weekly Interest Rate Period; Weekly Rates. The Bonds shall initially bear interest at the Weekly Rate. The initial Weekly Rate, which shall be applicable with respect to all of the Bonds, shall be as set forth in the Bond Purchase Agreement applicable to the Bonds. Thereafter, a Weekly Rate shall be determined for each Weekly Interest Period as summarized in this section.

The first Weekly Interest Rate for each Weekly Interest Rate Period shall be determined on or prior to the first day of such Weekly Interest Rate Period, and shall apply to the period commencing on the first day of such Weekly Interest Rate Period and ending on and including the next succeeding Tuesday. Thereafter, each Weekly Interest Rate shall apply to the period commencing on and including Wednesday and ending on and including the next succeeding Tuesday, unless such Weekly Interest Rate Period shall be in effect as of a Conversion Date or the stated Maturity Date, in which event the last Weekly Interest Rate for such Weekly Interest Rate Period shall apply to the period commencing on and including the Wednesday preceding the last day of such Weekly Interest Rate Period and end on the stated Maturity Date.

The Remarketing Agent will set the Weekly Rate by 5:00 p.m., New York City time, on Tuesday of each week during such Weekly Interest Rate Period, or if such Tuesday is not a Business Day, then on the next preceding Business Day, and on any Tender Date. The Remarketing Agent will give notice of each Weekly Interest Rate to the City and the Trustee by no later than the close of business on the day of determination of such Weekly Interest Rate.

Short Term Rate Period; Bond Interest Term Rates. During each Short Term Interest Rate Period, each Bond bearing interest at a Bond Interest Term Rate shall bear interest during each Bond Interest Term for such Bond at the Bond Interest Term Rate for such Bond. Each of such Bond Interest Terms and Bond Interest Term Rates for each Bond (other than Bank Bonds), shall be determined by the Remarketing Agent no later than 12:00 noon, New York City time, on the first day of each Bond Interest Term. The Remarketing Agent will give notice of each Bond Interest Term and Bond Interest Term Rate to the City and the Trustee by no later than the close of business on the day of determination. Each Bond Interest Term shall be a period of not less than one day nor more than 270 days, determined by the Remarketing Agent to be the period which, together with all other Bond Interest Terms for all of the Bonds bearing interest at a Bond Interest Term Rate, will result in the lowest overall interest expense to the City on the Bonds taking into account such factors as deemed necessary by the Remarketing Agent.

Long Term Rate Period; Long Term Rates. Long Term Interest Periods shall be determined by the City. During each Long Term Interest Rate Period for the Bonds, the Bonds shall bear interest at a Long Term Interest Rate, which shall be determined by the Remarketing Agent on a Business Day no later than the effective date of such Long Term Interest Rate Period. The Remarketing Agent will give notice of the Long Term Interest Rate to the City and the Trustee by no later than the close of business on the day of determination of such Long Term Interest Rate.

Auction Rate Period; Auction Rate. For purposes of describing the Auction Rate and Auction Rate Periods, the following terms shall have the following meanings:

“ARS” means, on any date, the Bonds, or a Tranche thereof, bears interest at an Auction Rate as to which interest accrues on such date as auction rate securities.

“*Auction Interest Payment Date*” means, with respect to ARS, the Business Day immediately following each Auction Period for such ARS.

“*Auction Interest Period*” means the period commencing on and including an Auction Interest Payment Date and ending on and including the day immediately preceding the next succeeding Auction Interest Payment Date; *provided* that the Auction Interest Period shall commence on the Conversion Date to an Auction Interest Period.

“*Auction Rate*” means, with respect to the interest rate on ARS, the rate of interest per annum that results from implementation of the Auction Procedures, *provided, however*, that the Auction Rate shall not exceed the Maximum Auction Rate.

“*Auction Rate Payment Default*” means (i) a default in the due and punctual payment of any installment of interest on ARS or (ii) a default in the due and punctual payment of any principal of or premium, if any, on ARS at stated maturity or pursuant to a mandatory redemption.

“*Auction Rate Period*” means the Interest Rate Period during which the Bonds or a Tranche thereof, as the case may be, bear interest at an Auction Rate.

“*After-Tax Equivalent Rate*” means, on any date of determination, the interest rate per annum equal to the “AA” Composite Commercial Paper Rate on such date.

“*All-Hold Rate*” means, on any date of determination, the interest rate per annum equal to 85% (as such percentage may be adjusted) of the lesser of (i) the After-Tax Equivalent Rate on such date and (ii) the Index on such date; *provided*, that in no event shall the All-Hold Rate be more than the Maximum Rate Auction Rate.

“*Existing Owner*” means (a) with respect to and for the purpose of dealing with the Auction Agent in connection with an Auction, a Person who is a Broker-Dealer listed in the Existing Owner Registry at the close of business on the Business Day immediately preceding the Auction Date for such Auction and (b) with respect to and for the purpose of dealing with a Broker-Dealer in connection with an Auction, a Person who is a beneficial owner of the Bonds.

“*Existing Owner Registry*” means, with respect to ARS, the registry of Persons who are Broker-Dealers, maintained by the Auction Agent as provided in the Auction Agent Agreement.

“*Non-Payment Rate*” means, on any date of determination, the interest rate per annum equal to the lesser of (i) 265% of the Index on such date (as such percentage may be adjusted) or (ii) 15% per annum; *provided*, that in no event shall the Non-Payment Rate be more than the Maximum Lawful Rate.

“*Potential Owner*” means, with respect to any Auction, any Person, including any Existing Owner, who may be interested in acquiring a beneficial interest in ARS subject to such Auction in addition to the ARS, if any, currently owned by such Person.

The following settlement procedures will apply during an Auction Rate Period. Not later than 3:00 p.m., New York City time, on each Auction Date, the Auction Agent shall notify by telephone each Broker-Dealer that participated in the Auction held on such Auction Date and submitted an Order on behalf of an Existing Owner or Potential Owner of:

- (i) the Auction Rate fixed for the next Auction Interest Period;
- (ii) whether there were Sufficient Clearing Bids in such Auction;
- (iii) if such Broker-Dealer (a “*Seller’s Broker-Dealer*”) submitted a Bid or a Sell Order on behalf of an Existing Owner, whether such Bid or Sell Order was accepted or rejected, in whole or in part, and the principal amount of ARS, if any, to be sold by such Existing Owner;
- (iv) if such Broker-Dealer (a “*Buyer’s Broker-Dealer*”) submitted a Bid on behalf of a Potential Owner, whether such Bid was accepted or rejected, in whole or in part, and the principal amount of ARS, if any, to be purchased by such Potential Owner;
- (v) if the aggregate principal amount of ARS to be sold by all Existing Owners on whose behalf such Broker-Dealer submitted a Bid or a Sell Order exceeds the aggregate principal amount of ARS to be purchased by all Potential Owners on whose behalf such Broker-Dealer submitted a Bid, the name or names of one or more Buyer’s Broker-Dealers (and the name of the Participant, if any, of each such Buyer’s Broker-Dealer) acting for one or more purchasers of such excess principal amount of ARS and the principal amount of ARS to be purchased from one or more Existing Owners on whose behalf such Broker-Dealer acted by one or more Potential Owners on whose behalf each of such Buyer’s Broker-Dealers acted;
- (vi) if the principal amount of ARS to be purchased by all Potential Owners on whose behalf such Broker-Dealer submitted a Bid exceeds the aggregate principal amount of ARS to be sold by all Existing Owners on whose behalf such Broker-Dealer submitted a Bid or a Sell Order, the name or names of one or more Seller’s Broker-Dealers (and the name of the Participant, if any, of each such Seller’s Broker-Dealer) acting for one or more sellers of such excess principal amount of ARS and the principal amount of ARS to be sold to one or more Potential Owners on whose behalf such Broker-Dealer acted by one or more Existing Owners on whose behalf each of such Seller’s Broker-Dealers acted; and

(vii) the Auction Date for the next succeeding Auction.

The Auction Rate shall be determined as follows:

(i) Interest on ARS shall accrue from and including, as applicable, the date of issuance of the Bonds, the Conversion Date or the most recent Auction Interest Payment Date to which interest has been paid or duly provided for.

(ii) The Trustee shall determine the aggregate amount of interest payable with respect to ARS on each Auction Interest Payment Date. The Trustee shall promptly notify the Securities Depository of its calculations.

(iii) Interest on ARS shall be computed on the basis of a 360-day year for the actual number of days elapsed. The applicable Auction Rate Period shall be determined by the Auction Agent. The Applicable Auction Rate for the initial Auction Rate Period shall be determined by each Broker-Dealer. The Applicable Auction Rate for each Auction Interest Period after the first Auction Interest Period shall be the Auction Rate; provided that:

(A) if a notice of a proposed adjustment in the percentages used to determine the Maximum Auction Rate, the All-Hold Rate and the Non-Payment Rate shall have been given by the Market Agent, such adjustment shall not have taken effect, then an Auction with respect to the ARS shall not be held on the Auction Date immediately preceding the next succeeding Auction Interest Payment Date and the Applicable Auction Rate with respect to the ARS for such next succeeding Auction Interest Period shall equal the Maximum Auction Rate on such Auction Date;

(B) if, on any Auction Date for the ARS, an Auction is not held for any reason other than contemplated herein, then the Applicable Auction Rate for the ARS for the next succeeding Auction Interest Period shall equal the Auction Rate in effect on the day immediately preceding such Auction Date; and

(C) in the event that the Maximum Auction Rate shall be in effect for the lesser of three such Auction Periods or thirty (30) days, the City shall promptly initiate proceedings to Convert the ARS to another Mode.

(iv) Notwithstanding the foregoing:

(A) if the ARS are no longer Book-Entry Bonds, the Applicable Auction Rate for any Auction Rate Period commencing after the delivery of Bonds representing the ARS shall equal the Maximum Auction Rate;

(B) in the event that the Maximum Auction Rate shall be in effect for the lesser of three such Auction Periods or thirty (30) days, the City shall promptly initiate proceedings to Convert the ARS to another Mode; or

(C) if an Auction Rate Payment Default shall have occurred, the Applicable Auction Rate for the Auction Rate Period commencing on or immediately after such Auction Rate Payment Default and for each Auction Rate Period thereafter, to and

including the Auction Rate Period, if any, during which, or commencing less than two Business Days after, such Auction Rate Payment Default is cured in accordance with the Indenture, shall equal the Non-Payment Rate on the first day of each such Auction Rate Period, *provided* that if an Auction occurred on the Business Day immediately preceding any such Auction Rate Period, the Applicable Auction Rate for such Auction Rate Period shall be the Non-Payment Rate.

Changes may be made in an Auction Period or an Auction Rate, as follows:

(i) The Auction Period for the Bonds with respect to each Auction Rate Period, if any, initially shall be either a seven-day period or a 35-day period commencing generally on a Monday, generally on a Tuesday, generally on a Wednesday, generally on a Thursday or generally on a Friday, in or as announced by the City in its notice of the proposed Conversion to an Auction Rate Period as provided in the Indenture.

(ii) During any Auction Rate Period, the City may from time to time on any Auction Interest Payment Date change the length of the Auction Period with respect to all of the Bonds between 7 days and 35 days or change the first day of each Auction Period, or both, in each case in order to accommodate economic and financial factors that may affect or be relevant to the length of the Auction Period and the interest rate borne by the Bonds. The City shall initiate the change in the length or day of commencement of the Auction Period, or both, by giving written notice to the Trustee, the Auction Agent, each Broker-Dealer and the Securities Depository that the Auction Period shall change if the conditions described herein are satisfied and the proposed effective date of the change, at least thirty (30) days prior to the Auction Date for such Auction Period.

For a complete discussion of Auction Rates, Auction Rate Periods and Auction Procedures, reference is hereby made to the Indenture.

Fixed Rate Period; Fixed Rate. The Fixed Interest Rate Period shall last until redemption or maturity of the Bonds bearing a Fixed Interest Rate; the Interest Payment Date shall be the first February 1 or August 1 next succeeding the 31st day after the Conversion Date to a Fixed Interest Rate and each February 1 and August 1 thereafter; and the Interest Accrual Date shall be the first day of the Fixed Interest Rate Period and, thereafter, each Interest Payment Date in respect thereof, other than the last such Interest Payment Date.

Not later than the Business Day prior to the Fixed Interest Rate Date (or if such day is not a Business Day, then on the immediately preceding Business Day), the Remarketing Agent shall determine the interest rate which in its judgment (based on then Prevailing Market Conditions) is the interest rate, but not in excess of the interest rate, which would enable the Remarketing Agent to sell all of the Bonds or a Tranche thereof, as the case may be, on the Fixed Interest Rate Date with a Fixed Interest Rate until maturity at 100% of the principal amount thereof plus accrued interest, if any, with respect thereto; *provided, however*, that if the City exercises its option to have the Bonds remarketed on the Fixed Interest Rate Date at a discount or premium, the Remarketing Agent shall establish the Fixed Interest Rate taking into account any such discount or premium specified by the City.

Failure of Remarketing Agent to Determine Interest Rates. In the event the Remarketing Agent fails for any reason to determine the interest rate for any interest period: (A) the interest rate

then in effect for Bonds bearing interest at a Daily Rate, Weekly Rate or Bond Interest Term Rate will remain in effect for the next interest period or if no interest rate for the immediately preceding day was determined by the Remarketing Agent or in the event that the interest rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the interest rate for such day shall be equal to 100% of The Bond Market Association Municipal Swap Index of Municipal Market Data, made available for such day, or if such index is no longer available, or no such index was so made available for such day, 70% of the interest rate on 30 day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* or *The Bond Buyer* on the day the interest rate would otherwise be determined as specified by the City in writing to the Trustee; and (B) the interest rate then in effect for Bonds bearing interest at a Long Term Rate or if no Conversion occurs at the end of a Long Term Interest Rate Period, then the next Long Term Interest Rate Period shall end on the first Business Day on or after the next Wednesday, and the Long Term Interest Rate for such Long Term Interest Rate Period shall be the rate per annum equal to 70% of the interest rate on high grade unsecured commercial paper notes sold through dealers by major corporations as reported by *The Wall Street Journal* or *The Bond Buyer* on the first day of such Long Term Interest Rate Period and for a maturity which most nearly equals the Long Term Interest Rate Period for which a Long Term Interest Rate is being calculated, as specified by the City to the Trustee.

See “THE BONDS—INTEREST RATES AND INTEREST PERIODS—*Auction Rate Period; Auction Rate*,” herein, in the event the Auction Agent or the Broker-Dealer fail to calculate or, for any reason, fail to timely provide the Auction Rate for any Auction Rate Period.

Rates and Rate Periods Binding. All determinations of interest rates by the Remarketing Agent shall be conclusive and binding upon the City, the Trustee, the Auction Agent, if any, the Letter of Credit Bank, if any, the applicable Liquidity Facility Provider, and the Bondholders (the “*Notice Parties*”).

CONVERSIONS BETWEEN RATE PERIODS

Conversion Dates. The rate period in which all or a portion of the Bonds operate may be changed from time to time as summarized under this heading. A Conversion Date for any Bonds means the day on which a particular type of interest rate becomes effective for the Bonds.

Conversion to a Different Mode. The City may, from time to time, by the written direction to the Notice Parties, elect that the Bonds or a Tranche thereof, shall bear interest at a different Mode. The direction of the City shall specify: (1) the new Mode selected by the City; (2) the effective date of such Conversion from the current Mode to a new Mode, which shall be (a) in each case, a Business Day not earlier than the thirtieth day, or forty-fifth day for a Conversion to the Short Term Interest Rate Period, following the receipt by the Trustee of such direction; (b) a valid Redemption Date for the current Mode or a day on which such Bonds would otherwise be subject to optional redemption or mandatory tender if such Conversion did not occur; and (3) the date of delivery of such Bonds to be converted (if other than the effective date). In addition, the direction of the City shall be accompanied by a form of notice to be mailed to the Bondholders of such Bonds by the Trustee.

Notice of Conversion. The Trustee shall give notice by mail, postage prepaid, of a Conversion to a new Mode to the other Notice Parties, the Bondholders of the Bonds subject to Conversion and, if a book-entry system is in effect, then to the Securities Depository, not less than 20 days prior to the

effective date of such new Mode. Such notice shall state (1) that the interest rate on such Bonds will be converted to a new Mode, and that all such Bonds are subject to mandatory tender regardless of whether or not the Conversion to a new Mode is completed; (2) the effective date of such new Mode; and (3) that such Bonds are subject to mandatory tender for purchase on such effective date, setting forth the applicable purchase price.

Revocation of Conversion. The City may revoke a notice of Conversion prior to the effective date of such new Mode. If the Conversion is revoked, or all the conditions of Conversion of the Bonds from one Mode to another are not met as to such Conversion on or prior to the Conversion Date, then Bonds to be converted shall be remarketed as if no Conversion is being performed, and the Bonds shall still be tendered; *provided however*, that Bonds being converted from a Long Term Rate, a Fixed Rate or an Auction Rate on an optional redemption date shall not be tendered, and shall continue at their current rate in their current Mode.

Method of Notice of Conversion. In the event that the City shall elect to Convert the interest rate on the Bonds or a Tranche, thereof, as the case may be, to a new Mode, then the written direction furnished by the City as required shall be made by registered or certified mail, or by electronic mail, telex or facsimile confirmed by registered or certified mail. Any such direction of the City shall specify the new Mode for the Bonds or a Tranche thereof and shall be accompanied by a copy of the notice required to be given by the Trustee.

In connection with any Conversion to a new Mode, the City shall cause to be provided to the Notice Parties a Favorable Opinion of Bond Counsel on the Conversion Date.

Conditions to Converting to the Daily Interest Rate Mode and Weekly Interest Rate Mode. With respect to a Conversion to the Daily Interest Rate Mode and Weekly Interest Rate Mode:

- (1) there shall be in effect a Letter of Credit or a Liquidity Facility, as may be required by the Indenture;
- (2) prior to the Conversion Date the City shall have appointed a Remarketing Agent and a Letter of Credit Bank or a Liquidity Facility Provider with respect to such Bonds, and there shall have been executed and delivered with respect to such Bonds a Remarketing Agreement and a Letter of Credit or a Liquidity Facility; and
- (3) a Favorable Opinion of Bond Counsel shall be provided to the Trustee.

Conditions to Converting to the Short Term Interest Rate Mode. With respect to a Conversion to the Short Term Interest Rate Mode:

- (1) there shall be in effect a Letter of Credit or a Liquidity Facility, as may be required by the Indenture;
- (2) prior to the Conversion Date the City shall have appointed a Remarketing Agent and a Letter of Credit Bank or a Liquidity Facility Provider with respect to such Bonds, and there shall have been executed and delivered with respect to such Bonds a Remarketing Agreement and a Letter of Credit or a Liquidity Facility;

(3) the City must engage, at its expense, a commercial paper issuing and paying agent (the “*Issuing Agent*”), reasonably acceptable to the Trustee and the Paying Agent, having access to DTC’s electronic money market issuing and payment system and otherwise eligible to serve as an issuing and paying agent under DTC’s policies and procedures for the issuance and payment of commercial paper;

(4) the Remarketing Agent must arrange for the execution and delivery to DTC of the required DTC letter of representation for the eligibility of the Bonds in the Short Term Interest Rate Mode in DTC’s book entry system and the provisions of any needed CUSIP numbers;

(5) the City shall take all other action needed to comply with DTC requirements to the issuance and payment of Bonds while in the Short Term Interest Rate Mode;

(6) the City shall enter into any amendment of the Indenture, as applicable, that is needed to comply with DTC’s or any Rating Agency’s requirements concerning the issuance of payment of the Bonds in the Short Term Interest Rate Mode; and

(7) a Favorable Opinion of Bond Counsel shall be provided to the Trustee.

Conditions to Converting to the Auction Rate Mode. With respect to a Conversion to the Auction Rate Mode:

(1) prior to the Conversion Date the City shall have appointed an Auction Agent, a Market Agent and a Broker-Dealer with respect to such Bonds, and there shall have been executed and delivered with respect to such Bonds an Auction Agent Agreement, a Market Agent Agreement, and a Broker-Dealer Agreement;

(2) prior to any Conversion of Bonds, or a Tranche thereof, to the Auction Rate Mode, the City shall receive a firm underwriting commitment or contract to purchase the Bonds, or a Tranche thereof, to be Converted from an investment bank or other purchaser;

(3) the Remarketing Agent must arrange for the execution and delivery to DTC of the required DTC letter of representation for the eligibility of the Bonds in the Auction Rate Mode in DTC’s book-entry system and the provisions of any needed CUSIP numbers;

(4) the City shall take all other action needed to comply with DTC requirements to the issuance and payment of Bonds while in the Auction Rate Mode; and

(5) a Favorable Opinion of Bond Counsel shall be provided to the Trustee.

Conditions to Converting to the Long Term Interest Rate Mode. With respect to a Conversion to the Long Term Interest Rate Mode:

(1) written direction of the City provided pursuant to the Indenture shall also specify: (1) the duration of the Long Term Interest Rate Period (which shall be 271 days or longer) during which the Bonds shall bear interest at a Long Term Interest Rate; (2) the last

day of the Long Term Interest Rate Period (which last day shall be either the day prior to the Maturity Date, or a day which is at least 271 days after the effective date thereof);

(2) there shall be in effect a Letter of Credit or a Liquidity Facility, as may be required by the Indenture; and

(3) a Favorable Opinion of Bond Counsel shall be provided to the Trustee.

Conversion from a Long Term Interest Rate Mode. In addition to the ability to convert from a Long Term Interest Rate Mode at the end of the Long Term Interest Rate Period, the City shall have the option to Convert the interest payable with respect to the Bonds or a Tranche thereof, as the case may be, from a Long Term Interest Rate Mode on any valid Redemption Date for such Bonds, *provided* that the purchase price for such Bonds paid upon mandatory tender as set forth in the Indenture shall be the redemption prices set forth in the Indenture, plus accrued interest, if any, to such Redemption Date; *provided* that in order to exercise such option, the City must deposit with the Trustee on or prior to such Redemption Date an amount equal to the purchase price of the Bonds to be Converted from the Long Term Interest Rate Mode;

(1) the City shall comply with all other conditions for Conversion; and

(2) a Favorable Opinion of Bond Counsel shall be provided to the Trustee.

Conditions to Converting to the Fixed Interest Rate Mode. With respect to a Conversion to the Fixed Interest Rate Mode:

(1) the City shall have the option to Convert the interest payable with respect to the Bonds or a Tranche thereof, as the case may be, to a Fixed Interest Rate. In connection with any Conversion to a Fixed Interest Rate, the City shall have the right to direct the Remarketing Agent to remarket the Bonds of such Tranche, on the Fixed Interest Rate Date at a discount or at a premium, including a premium sufficient to pay any remarketing fees; *provided* that in order to exercise such option, the City must deposit with the Trustee on or prior to the Fixed Interest Rate Date an amount equal to the discount and *provided further* the City has received a Favorable Opinion of Bond Counsel in connection with any remarketing at a discount or a premium. No later than the Business Day prior to the Fixed Interest Rate Date, the Remarketing Agent shall determine the Fixed Interest Rate; and

(2) a Favorable Opinion of Bond Counsel shall be provided to the Trustee.

Conversion from a Fixed Interest Rate Mode. With respect to a Conversion from the Fixed Interest Rate Mode:

(1) the City shall have the option to Convert the interest payable with respect to the Bonds or a Tranche thereof, as the case may be, from a Fixed Interest Rate Mode on any valid Redemption Date for such Bonds *provided* that the purchase price for such Bonds, paid upon mandatory tender, as set forth in the Indenture, shall be the redemption prices plus accrued interest, if any, to such Redemption Date; *provided* that in order to exercise such option, the City must deposit with the Trustee on or prior to such Redemption Date an amount equal to the purchase price of the Bonds to be Converted from the Fixed Interest Rate Mode;

- (2) a Favorable Opinion of Bond Counsel shall be provided to the Trustee.

Credit Support Requirements. For Bonds in the Fixed Interest Rate Mode, no credit support is required.

Failure to Meet Conditions to Convert to a New Mode for Bonds in the Daily Interest Rate Mode, Weekly Interest Rate Mode and the Short Term Interest Rate Mode. In the event that any condition to the Conversion of the Bonds or a Tranche thereof shall not have been satisfied as provided in the Indenture, then the Mode with respect to such Bonds shall not be converted, and the Bonds, staying in their respective Modes, shall be remarketed as if no Conversion is being performed and the Bonds have been tendered.

Failure to Meet Conditions to Convert to a New Mode for Bonds in the Long Term Interest Rate Mode. Bonds in the Long Term Interest Rate Mode, or a Tranche thereof, to be converted from the Long Term Interest Rate Mode shall remain in the Long Term Interest Rate Mode and: 1) for such Bonds, that are being tendered prior to the end of their current Long Term Interest Rate Period, the Bonds shall remain outstanding as if no tender had been performed; and 2) for such Bonds not being tendered prior to the end of their current Long Term Interest Rate Period, the Bonds shall be remarketed as if no Conversion is being performed, and the Bonds, or Tranche, shall still be tendered pursuant to the Indenture.

Failure to Meet Conditions to Convert to a New Mode for Bonds in the Fixed Interest Rate Mode or the Auction Rate Mode. In the event that any condition to the Conversion of the Bonds in the Fixed Rate Mode or Auction Rate Mode, or a Tranche thereof, shall not have been satisfied as provided in the Indenture, then the Bonds shall remain in their respective Modes, and the Bonds shall remain outstanding as if no tender had been performed.

REDEMPTION OF BONDS

Optional Redemption. The Bonds are subject to optional redemption at the option of the City, in whole or in part, as follows:

(a) Bonds in the Daily Rate Mode and Weekly Rate Mode are subject to optional redemption by the City, in whole or in part, in Authorized Denominations, on any Business Day at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to such Redemption Date, without premium.

(b) Bonds in the Short Term Interest Rate Mode are subject to optional redemption by the City, in whole or in part, in Authorized Denominations, on any Interest Payment Date at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to such Redemption Date, without premium.

(c) Bonds in the Auction Rate Mode are subject to optional redemption by the City, in whole or in part, in Authorized Denominations, on any Auction Interest Payment Date at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to such Redemption Date, without premium.

(d) Bonds in the Long Term Interest Rate Mode and Fixed Interest Rate Mode are subject to optional redemption by the City, in whole or in part, in Authorized Denominations, on any date on or after the start of the redemption periods specified below, at redemption prices set forth below, plus accrued interest, if any, to such Redemption Date:

LENGTH OF LONG TERM OR FIXED INTEREST RATE PERIOD	NO-CALL PERIOD	PREMIUM
Equal to or greater than 13 years	8 years	2% in the first year, 1% in the second year and 0% thereafter
Equal to or greater than 10 years but less than 13 years	5 years	2% in the first year, 1% in the second year and 0% thereafter
Equal to or greater than 7 years but less than 10 years	3 years	1.5% in the first year, 0.5% in the second year and 0% thereafter
Equal to or greater than 4 years but less than 7 years	3 years	1% in the first year, 0% thereafter
Equal to or greater than 2 years but less than 4 years	1 year	0.5% in the first year and 0% thereafter
Greater than 1 year but less than 2 years	1 year	0% at all times
One year or less	Non-callable	N/A

Notwithstanding the foregoing, upon any Conversion of the Bonds to a Long Term Interest Rate or a Fixed Rate, the City may establish a different schedule of dates and prices for optional redemption if a Favorable Opinion of Bond Counsel is provided to the Trustee.

Mandatory Sinking Fund Redemption of Bonds. The Bonds shall be subject to mandatory sinking fund redemption prior to stated maturity on February 1 of each year set forth below in Sinking Fund Installments in the amount set forth next to each year at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date:

FEBRUARY 1 OF THE YEAR	PRINCIPAL AMOUNT
2021	\$5,000,000
2022	\$5,000,000
2023	\$5,000,000
2024	\$5,000,000
2025*	\$5,000,000

*Final Maturity Date

The City may purchase Bonds and credit them against the Sinking Fund Installments at the principal amount thereof by delivering them to the Trustee for cancellation at least forty-five (45) days before the applicable Redemption Date. Upon the purchase or optional redemption of any Bonds for which Sinking Fund Installments shall have been established, an amount equal to the principal amount of the Bonds so purchased or redeemed shall be credited toward future applicable Sinking Fund Installments in such order as the City shall determine.

If fewer than all the Bonds are to be redeemed, the City will select which Tranche or Tranches of Bonds are to be redeemed, and the Trustee will select the Bonds within such Tranche or Tranches. The Trustee will make the selection from Bonds not previously called for redemption. For this purpose, the Trustee will consider each Bond in a denomination larger than the minimum Authorized Denomination permitted by the Indenture at the time to be separate Bonds each in the minimum Authorized Denomination. During the period that DTC or DTC's nominee is the Registered Owner of the Bonds, if less than all of the Bonds are to be redeemed, the particular Bonds or portions of the Bonds to be redeemed shall be selected by DTC in such manner as DTC may determine.

In the event that the Bonds shall be optionally redeemed in part, then the principal amount so redeemed (including principal of Bank Bonds) shall be applied to reduce the amount of Sinking Fund Installments (including principal due on the Maturity Date) as the City shall specify in writing to the Trustee and the Remarketing Agent; *provided* that the amounts so applied shall be in Authorized Denominations.

Notwithstanding the foregoing, when any Bonds to be redeemed pursuant to this section are bearing interest at an Auction Rate, if such February 1 is not an Auction Rate Interest Payment Date, the mandatory sinking account redemption shall occur on the Auction Rate Interest Payment Date immediately succeeding such February 1.

Notwithstanding the mandatory Sinking Fund Installments established above, the City may modify such mandatory Sinking Fund Installments at any time the City decides to Convert the Bonds to a Fixed Interest Rate or a Long Term Interest Rate. In order for any such modification to become effective, the City shall first deliver to the Notice Parties a Favorable Opinion of Bond Counsel.

Selection of Bonds to Be Redeemed. Bonds are subject to redemption in the manner provided in this section, *provided* that for so long as the Book-Entry-Only system is being used, the interests of the Participants in the particular Bonds or portions thereof to be redeemed within a maturity shall be selected by lot by DTC in such manner as DTC and the Participants may determine.

Upon surrender of a Bond to be redeemed, in part only, the Trustee will authenticate for the owner a new Bond or Bonds of the same Tranche equal in principal amount to the unredeemed portion of the Bond surrendered.

Notice of Redemption. Notice of the call for any redemption of Bonds prior to maturity, specifically identifying by designation, letters, numbers or other distinguishing marks (including CUSIP numbers), the Bonds or portions thereof to be redeemed, the redemption price to be paid, the date fixed for redemption, the name and address of the place or places where the amounts due upon such redemption are payable, and the maturity dates of the Bonds to be redeemed shall be given by the Trustee on behalf of the City by mailing a copy of the redemption notice by registered or certified mail, if to a Securities Depository, otherwise by first class mail, and in either case postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the Redemption Date, to the registered owner of each such Bond to be redeemed at the address shown on the registration books kept by the Trustee. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the redemption price thereof, or the redemption price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the Redemption Date, and that from and after such date interest thereon shall cease to accrue and be payable. In the case of any redemption of Bonds prior to maturity to be made at the direction of the City, the Trustee shall give the required notices after receipt of fifteen (15) days' prior written notice from the City of such direction and shall not be required to give such notices until such time.

The City may provide that, if at the time of mailing of notice of an optional redemption there shall not have been deposited with the Trustee Governmental Obligations sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption Governmental Obligations with the Trustee not later than the opening of business five (5) Business Days prior to the scheduled Redemption Date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient Governmental Obligations are not on deposit on the required date, then the redemption shall be canceled and on such cancellation date notice shall be mailed to the Holders of such Bonds, to be redeemed in the manner provided in this section.

Failure to give any required notice of redemption or any defect therein as to any particular Bonds will not affect the validity of the call for redemption of any Bonds in respect of which no failure occurs. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee.

Payment of Bonds Called for Redemption. Upon surrender to the Trustee or the Trustee's agent, Bonds called for redemption shall be paid at the redemption price stated in the notice, plus, when applicable, interest accrued to the Redemption Date.

Effect of Redemption Call. On the date so designated for redemption, notice having been given in the manner and under the conditions provided herein and moneys for payment of the redemption price being held in trust to pay the redemption price, the Bonds so called for redemption shall become and be due and payable on the Redemption Date, interest on such Bonds shall cease to accrue from and after such Redemption Date, such Bonds shall cease to be entitled to any lien, benefit or security under the Indenture and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price.

Bonds which have been duly called for redemption under the provisions of this section and for the payment of the redemption price of which moneys shall be held in trust for the Holders of the Bonds to be redeemed, all as provided in the Indenture, shall not be deemed to be Outstanding under the provisions of the Indenture.

OPTIONAL AND MANDATORY TENDERS

Tender at the Option of the Bondholder. Eligible Bonds in a Mode shall be subject to tender at the option of the Bondholder, pursuant to the terms in the succeeding paragraphs for each respective Mode, and only if the Remarketing Agent first determines that the long-term rating with respect to such Bonds is "investment grade", as such term is defined by S&P. Each Bond (*provided* such Bond is an Eligible Bond) shall be purchased (in whole, or in part *provided* that the tendered and untendered amount is in an authorized denomination) from its Bondholder at the option of the Bondholder on a Business Day at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Payment Date, in which case at a purchase price equal to the principal amount thereof.

For a Beneficial Owner who is not the Bondholder of a Bond being tendered, adequate time should be allowed so that the Registered Owner has sufficient time to submit a written notice of tender.

In the event that the Liquidity Facility is terminated without notice, as described herein, or if the long-term rating on the Bonds is less than "investment grade," the Owner of a Bond would no longer have the right to optionally tender its Bonds in the Daily Interest Rate Mode or the Weekly Interest Rate Mode.

Tender at the Option of the Bondholder in the Daily Interest Rate Mode. Each Eligible Bond in the Daily Interest Rate Mode (other than Eligible Bonds with a long-term rating below "investment grade"), shall be purchased (in whole, or in part *provided* that the tendered and untendered amount is in an authorized denomination) from its Bondholder at the option of the Bondholder on any Business Day at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Payment Date, in which case at a purchase price equal to the principal amount thereof upon delivery to the Remarketing Agent and Trustee by no later than 9:00 a.m., New York City time, on such

Business Day, of an irrevocable written notice (or a telephonic notice confirmed by a written notice) which states the principal amount of such Bond and acknowledges that the Bond will be purchased on such date.

Tender at the Option of the Bondholder in the Weekly Interest Rate Mode. Each Eligible Bond in the Weekly Interest Rate Mode (other than Eligible Bonds with a long-term rating below “investment grade”), shall be purchased (in whole, or in part provided that the tendered and untendered amount is in an authorized denomination) from its Bondholder at the option of the Bondholder on any Business Day at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Payment Date, in which case, at a purchase price equal to the principal amount thereof upon delivery to the Remarketing Agent and Trustee of an irrevocable written notice which states the principal amount of such Bond and the date on which the same shall be purchased, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Trustee.

Tender at the Option of the Bondholder in the Short Term Interest Rate Mode, the Auction Rate Mode, the Long Term Interest Rate Mode and the Fixed Interest Rate Mode. Bonds in the Short Term Interest Rate Mode, the Auction Rate Mode, the Long Term Interest Rate Mode and the Fixed Interest Rate Mode do not have a right of tender at the option of the Bondholder.

Mandatory Tender in the Short Term Interest Rate Mode. The Bonds in the Short Term Interest Rate Mode shall be subject to mandatory tender for purchase on the Business Day next succeeding the last day of the Bond Interest Term for that Bond, at a purchase price equal to the principal amount of and accrued interest on the Bonds, to, but not including, the date of purchase.

Mandatory Tender in the Auction Rate Mode. The Bonds bearing interest at the Auction Rate are subject to mandatory tender at the end of the Auction Rate Period, at a purchase price equal to the principal amount of such Bonds and accrued interest to, but not including, the date of purchase.

Mandatory Tender in the Long Term Interest Mode. The Bonds in the Long Term Interest Rate Mode shall be subject to mandatory tender for purchase on the Business Day next succeeding the last day of the Long Term Interest Rate Period for that Bond, at a purchase price equal to the principal amount of and accrued interest on the Bonds, to, but not including, the date of purchase. The Bonds bearing interest at a Long Term Rate are also subject to mandatory tender upon a Conversion of the Long Term Rate on such Bonds to another Interest Rate Mode. See “THE BONDS - CONVERSIONS BETWEEN INTEREST RATE MODES - *Conversion from a Long Term Interest Rate Mode*” herein.

Mandatory Tender in the Fixed Interest Rate Mode. The Bonds bearing interest at a Fixed Rate are subject to mandatory tender upon a Conversion of the Fixed Rate on such Bonds to another Interest Rate Mode. See “THE BONDS - CONVERSIONS BETWEEN RATE PERIODS - *Conversion from a Fixed Interest Rate Mode*” herein.

Mandatory Tender for Purchase upon Termination, Expiration or Replacement of the Letter of Credit or a Liquidity Facility. The Bonds are subject to mandatory purchase in the event (i) (A) the termination or expiration of a Letter of Credit or Liquidity Facility, other than as a result of a “Termination Event,” as defined in the Liquidity Facility, causing an immediate termination without

notice of the Liquidity Facility (see paragraph (1) under “THE LIQUIDITY FACILITY - *Remedies Upon Occurrence of an Event of Default*” herein), if applicable; or (B) an Alternate Letter of Credit or an Alternate Liquidity Facility is delivered to the Trustee; or (ii) the Letter of Credit Bank or the Liquidity Facility Provider notifies the Trustee that (A) an “Event of Default” has occurred under the Letter of Credit, the Reimbursement Agreement or the Liquidity Facility, as the case may be, and that the Letter of Credit Bank or the Liquidity Facility Provider is terminating the Letter of Credit or the Liquidity Facility, as the case may be, in accordance with the Reimbursement Agreement’s or the Liquidity Facility’s terms, or (B) the Letter of Credit Bank notifies the Trustee that interest will not be reinstated under the Letter of Credit, then on the second Business Day preceding any such termination, expiration or replacement of or non-reinstatement of interest under the Letter of Credit or the Liquidity Facility, as the case may be, the Bonds shall be purchased or deemed purchased as provided herein.

The obligation of the Liquidity Facility Provider to purchase Bonds tendered by the owners thereof may be terminated or suspended without notice to the owners of the Bonds, with no final right to tender, in which case the Bonds will not be subject to mandatory tender. In the event there is an occurrence of a “Termination Event,” as described in paragraph (1) under the caption “THE LIQUIDITY FACILITY - *Remedies Upon Occurrence of an Event of Default*” herein, the obligation of the Liquidity Facility Provider to purchase Bonds immediately terminates without notice or demand to any person. In such event, the Bonds will not be subject to mandatory tender, owners of the Bonds will have no right to optionally tender the Bonds, and may be required to hold such Bonds until the earlier of the redemption or maturity thereof.

Notice of Mandatory Tender for Purchase. In connection with any mandatory tender for the purchase of Bonds, the Trustee shall give notice of a mandatory tender for purchase as a part of the notice given pursuant to Conversion to a new Mode. Such notice shall state (i) the Bonds are subject to mandatory tender for purchase; (ii) the tender date; (iii) the purchase price and that the purchase price of any Bond so subject to mandatory purchase shall be payable only upon surrender of such Bond to the Trustee at its Corporate Trust Office for delivery of Bonds accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the owner thereof or his duly authorized attorney in fact, with such signature guaranteed by an eligible guarantor institution; (iv) that, *provided* that moneys sufficient to effect such purchase have been provided through the remarketing of such Bonds by the Remarketing Agent or through the Letter of Credit or the Liquidity Facility, as the case may be, all Bonds so subject to mandatory tender for purchase shall be purchased on the Mandatory Purchase Date, and that if any owner of a Bond subject to mandatory tender for purchase shall not surrender such Bond to the Trustee for purchase on such Mandatory Purchase Date, and moneys sufficient to pay the purchase price thereof are on deposit with the Trustee, then such Bond shall be deemed to be an “Undelivered Bond,” and that no interest shall accrue thereon on and after such Mandatory Purchase Date and that the Owner thereof shall have no rights under the Indenture, other than to receive payment of the purchase price thereof; and (v) in the event that moneys sufficient to pay the purchase price of such Bonds have not been provided to the Trustee either through the remarketing of such Bonds or from the Letter of Credit or the Liquidity Facility or from the City, as the case may be, that such Bonds shall not be purchased or deemed purchased and shall continue to bear interest as if such failed purchase shall not have occurred. The City shall provide the Trustee with a form of any such notice.

The Trustee shall give notice by mail, postage prepaid, to the owners of the Bonds then entitled to the benefits of the Letter of Credit or Liquidity Facility, as the case may be, (a) on or before

the fifteenth day preceding the expiration of any Letter of Credit or Liquidity Facility in accordance with its terms, other than as a result of a "Termination Event," as defined in the Liquidity Facility, causing an immediate termination without notice of the Liquidity Facility, if applicable; (b) on or before the fifteenth day preceding any replacement of the Letter of Credit or Liquidity Facility; (c) as soon as practicable after receipt by the Trustee of notice from the Letter of Credit Bank or the Liquidity Facility Provider, as the case may be, that an "Event of Default" has occurred under the Letter of Credit or Liquidity Facility, as the case may be (but only if such Event of Default would result in the Bonds being subject to mandatory tender), or that interest on the Letter of Credit will not be reinstated.

For payment of the purchase price of any Bond required to be purchased, such Bond must be delivered, at or prior to 12:00 noon, New York City time, on the purchase date, to the Trustee at its Corporate Trust Office for delivery of Bonds accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the owner thereof or his duly authorized attorney in fact, with such signature guaranteed by an eligible guarantor institution. In the event any such Bond is delivered after 12:00 noon, New York City time, on the purchase date, payment of the purchase price of such Bond need not be made until the Business Day following the date of delivery of such Bond, as the case may be, but such Bond shall nonetheless be deemed to have been purchased on the date specified in such notice and no interest shall accrue thereon from and after such date.

Notice of Owner's Election to Tender Bonds Deemed to Be Irrevocable; Undelivered Bonds. The giving of notice by an Owner of a Bond shall constitute the irrevocable tender for purchase of each such Bond with respect to which such notice shall have been given, regardless of whether such Bond is delivered to the Trustee for purchase on the relevant purchase date; *provided* that moneys sufficient to pay the purchase price of such Bond are on deposit with the Trustee for such purpose.

Sources of Funds for Purchase of Bonds. Bonds required to be purchased shall be purchased from the owners thereof, on the date and at the purchase price at which such Bonds are required to be purchased. Funds for the payment of such purchase price shall be derived from the following sources in the order of priority indicated:

- (1) proceeds of the sale of such Bonds remarketed to any Person (other than the City) and furnished to the Trustee by the Remarketing Agent for deposit into the Remarketing Proceeds Account (as hereinafter defined) of the Remarketing Reimbursement Fund (as hereinafter defined);
- (2) moneys furnished to the Trustee pursuant to a draw on the Letter of Credit or from the Liquidity Facility, as the case may be, for deposit into the Letter of Credit and Liquidity Facility Account (as hereinafter defined) of the Remarketing Reimbursement Fund; and
- (3) monies provided by the City to the Trustee for deposit in the City Account of the Remarketing Reimbursement Fund, if any.

The City shall not have any obligation to pay the purchase price of any Bonds required to be purchased if the moneys from the sources described in clauses (1) and (2) above are insufficient to provide for such payment. In the event moneys on deposit with the Trustee are insufficient to pay the purchase price of the Bonds to be purchased, the Trustee shall determine the Bonds tendered for

purchase with respect to which such insufficiency exists by lot from those Bonds tendered for purchase and shall return such appropriate Bonds to the owners thereof together with notice of such insufficiency and the owners thereof shall thereafter have the right to again tender such Bonds for purchase and no such insufficiency shall constitute a default under the Indenture.

Undelivered Bonds. The Trustee may refuse to accept delivery of any Bond for which a proper instrument of transfer has not been provided; such refusal, however, shall not affect the validity of the purchase of such Bond. If any Bondholder of a Bond which is subject to tender of purchase shall fail to deliver such Bond to the Trustee at the place and on the applicable date and at the time specified, or shall fail to deliver such Bond properly endorsed, and moneys sufficient to pay the purchase price thereof are on deposit with the Trustee for such purpose, such Bond shall constitute an Undelivered Bond. If funds in the amount of the purchase price of the Undelivered Bonds are available for payment to the owner thereof on the date and at the time specified, from and after the date and time of that required delivery, (A) each Undelivered Bond shall be deemed to be purchased and shall no longer be deemed to be Outstanding; (B) interest shall no longer accrue thereon; and (C) funds in the amount of the purchase price of each such Undelivered Bond shall be held by the Trustee uninvested and without liability for interest for the benefit of the owner thereof, to be paid on delivery (and proper endorsement) of such Undelivered Bond to the Trustee for delivery of Bonds. Any funds held by the Trustee as described in clause (C) of the preceding sentence shall not be commingled.

REMARKETING

Based upon notices from the owners for optional tender or from the Trustee for mandatory tenders, the Remarketing Agent shall use its best efforts to sell all of the Bonds tendered for settlement on the applicable tender date.

The Remarketing Agent shall have the right to remarket any Bond (or portion thereof) tendered; *provided, however*, that no such Bond shall be remarketed at a price less than 100% of the principal amount thereof plus accrued interest (if any). The Remarketing Agent shall have the right to purchase any Bond tendered or deemed tendered at 100% of the principal amount thereof, and to thereafter sell such Bond. Any such purchase shall constitute a remarketing under the Indenture.

The Remarketing Agent shall not remarket any Bond to the City, any guarantor of Bonds or any Person which is an “insider” of the City or any such guarantor within the meaning of the United States Bankruptcy Code.

No later than 10:00 a.m., New York City time, on each tender date the Remarketing Agent shall pay to the Trustee, in immediately available funds, the proceeds theretofore received by the Remarketing Agent from the remarketing of such Bonds tendered for purchase; *provided*, that the Remarketing Agent may use its best efforts to cause the purchasers of the remarketed Bonds to pay the purchase price plus accrued interest (if any) to the Trustee in immediately available funds. The proceeds from the remarketing of any Bonds shall be deposited in the Remarketing Proceeds Account of the Remarketing Reimbursement Fund and segregated from any funds of the City, and shall in no case be considered to be, or be, assets of the City.

There shall be deposited in the Remarketing Proceeds Account of the Remarketing Reimbursement Fund, on each tender date, the applicable remarketing proceeds received by the

Trustee and, if necessary, there shall be deposited in the Letter of Credit and Liquidity Facility Account any moneys from a draw on the Letter of Credit or the Liquidity Facility, as the case may be, to be used to pay the purchase price of the applicable tendered Bonds and there shall be deposited in the City Account any money provided by the City pursuant to the Indenture. The Trustee shall use the amounts deposited in the applicable accounts of the Remarketing Reimbursement Fund to pay the purchase price of the related tendered Bonds.

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SUMMARY OF MODES

RATE PERIOD TABLE FOR THE BONDS

	DAILY RATE	WEEKLY RATE	BOND INTEREST TERM RATE	LONG TERM RATE	AUCTION RATE	FIXED RATE
Interest Payment Date	1st Business Day of each calendar month	1st Business Day of each calendar month	The Business Day next succeeding the last day of each Short Term within each Short Term Interest Rate Period	The calendar day after the last day of the Long Term Interest Rate Period and the calendar day six months prior; except if the last day of the Long Term Interest Rate Period is the Maturity Date, the Interest Payment Dates shall be the first February 1 or August 1 next succeeding the 31st day after the Conversion Date to a Long Term Interest Rate and each February 1 and August 1 thereafter	See “ <i>Auction Rate Period; Auction Rate</i> ” herein	The first February 1 or August 1 next succeeding the 31st day after the Conversion Date to a Fixed Interest Rate and each February 1 and August 1 thereafter
Record Date	Business Day preceding such Interest Payment Date	Business Day preceding such Interest Payment Date	Business Day preceding such Interest Payment Date	15th day of the calendar month immediately preceding that Interest Payment Date	Business Day preceding such Interest Payment Date	15th day of the calendar month immediately preceding that Interest Payment Date
Interest Accrual Date	1st day of the Daily Interest Rate Period and, thereafter, the 1st Business day of each month	1st day of the Weekly Interest Rate Period and, thereafter, the 1st Business day of each month	1st day of the Short Term Interest Rate Period	1st day of the Long Term Interest Rate Period and, thereafter, each Interest Payment Date in respect thereof, other than the last such Interest Payment Date	See “ <i>Auction Rate Period; Auction Rate</i> ” herein	1st day of the Fixed Interest Rate Period and, thereafter, each Interest Payment Date in respect thereof, other than the last such Interest Payment Date
Rate Periods	Commencing on one Business Day extending to, but not including, the next succeeding Business Day	The Rate Period will be a period of generally seven days commencing on and including Wednesday and ending on and including the next succeeding Tuesday	Each Short Term Interest Rate Period shall be a period of not less than 1 day nor more than 270 days	Each period during which a Long Term Interest Rate is in effect shall be determined by the Remarketing Agent on a Business Day no later than the effective date of such Long Term Interest Rate Period	See “ <i>Auction Rate Period; Auction Rate</i> ” herein	Commencing on the Conversion Date extending to the date of conversion, redemption or maturity
Optional Tender Date	On any Business Day, unless the date of purchase is an Interest Payment Date, in which case upon delivery of notice no later than 9:00 a.m.	On any Business Day, unless the date of purchase is an Interest Payment Date, in which case upon delivery of notice no later than 4:00 p.m., effective not prior to the 7th day succeeding delivery of the notice	Not subject to optional tender	Not subject to optional tender	Not subject to optional tender	Not subject to optional tender
Mandatory Tender Date at the end of the Interest Rate Period	No	No	Yes	Yes	No	No

The information in this Rate Period Table is provided for the convenience of the Bondholders and is not meant to be comprehensive.

REGISTRATION, TRANSFER AND EXCHANGE OF BONDS

The Trustee will serve as Bond Registrar and keep the Bond Register at its payment office. Any Bond may be transferred only upon the Bond Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new Bond or Bonds of the same series, registered in the name of the transferee, of any denomination or denominations authorized by the Indenture and of the same maturity and bearing interest at the same rate.

Any Bonds, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Registered Owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of any Authorized Denomination, and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or transferred under the Indenture, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee.

The City, the Trustee or the Securities Depository may make a charge against the Owner of any Bonds requesting such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any Bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any Bondholder, fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondholder.

The Trustee shall not be required to (i) transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of such Bond and ending at the close of business on the day of such mailing, or (ii) transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Record Date for such Bond and ending at the close of business on the relevant Interest Payment Date.

The Person in whose name any Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute Owner of such Bond for all purposes, and payment of or on account of the principal of, premium, if any, and interest on and purchase price of any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the City or by the owners (or a designated representative thereof) of 10% or more of the Bonds then Outstanding, at their expense, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

MUTILATED, LOST, STOLEN OR DESTROYED BONDS

In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; *provided* that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with such security or indemnity as may be required by the Trustee to save the City and the Trustee harmless. In the event any such Bond shall have matured or been selected for redemption, the Trustee in its discretion may, instead of issuing a substitute Bond, pay such Bond without surrender thereof. Upon the issuance of any substitute Bond or payment of a Bond in lieu thereof, the City and the Trustee may require the payment of an amount by the Owner thereof sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

BOOK-ENTRY ONLY SYSTEM

General. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds (the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC and Its Participants. DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 2.2 million issues of United States and foreign equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both United States and foreign securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation (“NSCC,” “FICC” and “EMCC,” also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC and the National Association of Securities Dealers, Inc. Access to the

DTC system is also available to others, such as both United States and foreign securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “*Indirect Participants*” and, collectively with the Direct Participants, the “*Participants*”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchase of Ownership Interests. Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“*Beneficial Owner*”) is, in turn, to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds. DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the documents relating to the Bonds. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Bonds of any series and maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Voting. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s procedures. Under its usual procedures, DTC mails an omnibus proxy (“*Omnibus Proxy*”) to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting

rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of Principal, Premium, if any, Interest and Purchase Price. Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Purchases and Tenders. A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Direct Participant, to the Trustee and the Remarketing Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Direct Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase or tender will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee's DTC Account.

Discontinuation of Book Entry System. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered as described in the Indenture. The use of the system of book entry transfers through DTC (or a successor securities depository) may be discontinued as described in the Indenture. In that event, Bond certificates will be printed and delivered as described in the Indenture.

The Underwriter, the Trustee and the City will not have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by DTC to any Participant, or by any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium, if any, or interest on the Bonds; (iii) the delivery by DTC to any Participant, or by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to owners of the Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as the owner of the Bonds.

The information herein concerning DTC and DTC's book-entry system has been obtained from sources that the City and the Underwriter believe to be reliable, but the City and the Underwriter take no responsibility for the accuracy thereof, and neither the Participants nor the Beneficial Owners

should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

In the event Book-Entry-Only is discontinued and certificates are issued, the Trustee is entitled to rely on information provided by DTC and the Participants as to the names and principal amounts in which the Bonds are to be registered. In such an instance, the Beneficial Owner may or may not be the new Registered Owner, such as if the Bonds are held in “street name” by the Participant for the benefit of the Beneficial Owner.

The Trustee and the City, so long as a book-entry system is used for the Bonds, are to send any notice of redemption or other notices required to be sent to owners of the Bonds, only to DTC. Any failure by DTC to advise any Direct Participant or Indirect Participant, or by any Direct Participant or Indirect Participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice.

The City and the Trustee cannot and do not give any assurances that DTC, the Direct Participants or the Indirect Participants or others will distribute payments on the Bonds made to DTC or its nominee, as the registered Owner, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC and the Participants, or any successor depository, will serve and act in a manner described in this Official Statement.

Neither the City nor the Trustee will have any responsibility or obligations to such Direct Participants or Indirect Participants or the persons for whom they act as nominees with respect to the payments to or the providing of notice for the Direct Participants, the Indirect Participants, or the Beneficial Owners.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

GENERAL OBLIGATION OF THE CITY

The Bonds are general obligations of the City, and the payment of the principal thereof, premium, if any, and interest thereon shall be secured by a pledge of the full faith and credit of the City. The City is authorized and required to levy on all taxable property in the City such *ad valorem* taxes, without limitation as to rate or amount, as may necessary to pay the principal of and the interest on the Bonds.

Under and by virtue of Section 67.05(10) of the *Wisconsin Statutes*, as supplemented and amended, the City is obligated to levy a direct annual tax sufficient in amount to pay and for the express purpose of paying the interest on such Bonds as it falls due, and also to pay and discharge the principal thereof at maturity. The City is, and shall be, without power to repeal such levy or obstruct the collection of such tax until all such payments have been made or provided for.

Under Section 67.035 of the *Wisconsin Statutes*, as supplemented and amended, all taxes levied for paying principal and interest on valid bonds or notes are declared to be without limitation. Under Section 65.06(18) of *Wisconsin Statutes*, as supplemented and amended, the omission from the budget of the payment of the interest on or the principal of any bonded debt of the City when due shall

not prevent the placing of the same on the tax roll for the levy and the collection of the tax and the payment of the money therefor.

LIQUIDITY FACILITY

The payment of the purchase price of the Bonds bearing interest at a Daily Rate or a Weekly Rate which are tendered for purchase and not remarketed will be made, subject to certain conditions described herein, from amounts made available by the Liquidity Facility Provider pursuant to the Liquidity Facility. Under the Liquidity Facility, the Liquidity Facility Provider is obligated to make available to the Trustee an amount equal to the principal amount of the Bonds which are tendered plus up to 34 days interest at an assumed interest rate of 12%; *provided, however*, that in certain circumstances as described in “THE LIQUIDITY FACILITY — *Remedies Upon Occurrence of an Event of Default*,” the obligations of the Liquidity Facility Provider to purchase Bonds tendered by the owners thereof may be terminated or suspended without notice, with no mandatory tender and with no final right to optionally tender the Bonds. The Liquidity Facility secures only the payment of the purchase price of the Bonds tendered for purchase as described herein, and does not otherwise secure payment of the principal of or premium, if any, or interest on the Bonds. The Standby Bond Purchase Agreement will expire, unless extended or terminated earlier in accordance with its terms, on December 1, 2012. For a more detailed description of the Liquidity Facility, see “THE LIQUIDITY FACILITY” herein.

LIQUIDITY FACILITY PROVIDER

The Liquidity Facility Provider is a wholly-owned subsidiary of State Street Corporation (the “Corporation”). The Corporation (NYSE: STT) is the world’s leading specialist in providing institutional investors with investment servicing, investment management and investment research and trading. With \$9.5 trillion in assets under custody and \$1.4 trillion in assets under management, the Corporation operates in 25 countries and more than 100 markets worldwide. The assets of the Liquidity Facility Provider at December 31, 2004, accounted for approximately 96% of the consolidated assets of the Corporation. At December 31, 2004, the Corporation had total assets of \$94.040 billion, total deposits (including deposits in foreign offices) of \$55.129 billion, total loans and lease finance assets net of unearned income, allowance and reserve for possible credit losses of approximately \$4.611 billion and total equity capital of \$6.159 billion. The Liquidity Facility is an obligation of the Liquidity Facility Provider and not of the Corporation. For more detailed information concerning the Liquidity Facility Provider, see APPENDIX C attached to and made a part of this Official Statement.

THE LIQUIDITY FACILITY

General. The City expects to execute the Liquidity Facility with the Liquidity Facility Provider and the Trustee on the date of delivery of the Bonds. The Liquidity Facility requires the Liquidity Facility Provider to provide funds for the purchase of the Bonds bearing interest at a Daily Rate or a Weekly Rate that have been tendered for purchase and not remarketed, subject to certain conditions described below. Bonds so purchased constitute Bank Bonds under the terms of the Liquidity Facility and the Indenture. Bank Bonds will bear interest at the Bank Rate, in accordance with the Liquidity Facility, payable in accordance with the Liquidity Facility.

Various words or terms used in the following summary are defined in this Official Statement, the Liquidity Facility or the Indenture, and reference thereto is made for full understanding of their import.

Issuance of Additional Bonds. The City may issue additional series of its general obligation corporate purpose bonds as variable rate bonds (“*Additional Liquidity Facility Bonds*”). Upon satisfaction of certain conditions precedent, such Additional Liquidity Facility Bonds up to \$150,000,000 will be bonds covered by the Liquidity Facility. **In such case, an event of default under the Liquidity Facility with respect to such Additional Liquidity Facility Bonds could result in the termination of the Liquidity Facility with respect to the Bonds.** For purposes of this section the term “*Liquidity Facility Bonds*” means the Bonds and any Additional Liquidity Facility Bonds.

Representations and Covenants. The City makes certain representations, warranties and covenants under the Liquidity Facility relating to various matters, including, without limitation, authorization and validity, financial statements and litigation. The covenants and agreements contained in the Liquidity Facility run only in favor of the Liquidity Facility Provider and may be waived at any time in the sole discretion of the Liquidity Facility Provider or amended at any time upon the agreement of the City and the Liquidity Facility Provider. Holders are not entitled to and should not rely upon any of the covenants and agreements in the Liquidity Facility.

Expiration of the Liquidity Facility. The Liquidity Facility Provider is obligated to purchase Liquidity Facility Bonds pursuant to the Liquidity Facility from the date of issuance of the Bonds until the earliest to occur of the following dates and events (the “*Facility Period*”): (1) the later of 5:00 p.m. (Eastern United States time) on December 1, 2012 (the “*Expiration Date*”), and the date to which such Expiration Date is extended at the sole discretion of the Liquidity Facility Provider (or if such date is not a Business Day, the Business Day next preceding such day); (2) the first date on which no Liquidity Facility Bonds are Outstanding; (3) 5:00 p.m. (Eastern United States time) on the first date on which the interest rate borne by all of the Liquidity Facility Bonds has been converted to a rate other than the Daily Rate or the Weekly Rate; (4) 5:00 p.m. (Eastern United States time) on the thirtieth (30th) day following the date on which a “*Notice of Termination Date*” (defined below in paragraph (2) of “*Remedies Upon Occurrence of an Event of Default*”) is received by the City, the Trustee and the Remarketing Agent, or if such thirtieth (30th) day is not a Business Day, the next succeeding Business Day; (5) 5:00 p.m. (Eastern United States time) on the date on which an Alternate Liquidity Facility has become effective with respect to all Liquidity Facility Bonds; (6) thirty (30) days after the City delivers a notice (with a copy to the Trustee) of voluntary termination of the Liquidity Facility (or immediately upon delivery of such notice if the Liquidity Facility Provider has defaulted on any payment obligations under the Liquidity Facility), and payment of all amounts owing to the Liquidity Facility Provider under the Liquidity Facility; and (7) the occurrence of a “*Termination Event*” (as defined below in paragraph (1) of “*Remedies Upon Occurrence of an Event of Default*”).

In the event there is an occurrence of a “Termination Event,” as described below, the obligation of the Liquidity Facility Provider to purchase Liquidity Facility Bonds immediately terminates without notice or demand to any person. In such event, the Liquidity Facility Bonds will not be subject to mandatory tender, owners of the Liquidity Facility Bonds will have no right to optionally tender the Liquidity Facility Bonds, and may be required to hold such Liquidity Facility Bonds until the earlier of the redemption or maturity thereof.

Purchase of Liquidity Facility Bonds. The Trustee will notify the Liquidity Facility Provider in writing by not later than 11:00 a.m. (Eastern United States time) on the Business Day immediately following the seventh day prior to a Purchase Date of the maximum amount which could be payable on such Purchase Date to pay the Purchase Price of tendered Liquidity Facility Bonds. On each Purchase Date on which the Liquidity Facility Bonds are to be purchased by the Trustee, by no later than 10:30 a.m. (Eastern United States time), the Trustee shall give the Liquidity Facility Provider notice by telecopier and in writing of the aggregate Purchase Price of the tendered Liquidity Facility Bonds required to be purchased by the Liquidity Facility Provider pursuant to the Liquidity Facility, and the amount of principal and interest constituting such Purchase Price. Upon receipt of the notice set forth above, the Liquidity Facility Provider, unless it determines that its obligation to purchase pursuant to the Liquidity Facility has been suspended or terminated in accordance therewith, shall, by no later than 2:00 p.m. (Eastern United States time) on the same day, (or not later than 2:00 p.m. (Eastern United States time) on the next Business Day if the Liquidity Facility Provider receives such notice after 10:30 p.m. (Eastern United States time) make available to the Trustee, in immediately available funds, such Purchase Price. As soon as such funds become available, the Trustee is required to purchase therewith, for the account of the Liquidity Facility Provider, that portion of the tendered Liquidity Facility Bonds for the purchase of which immediately available funds are not otherwise then available for such purposes under the Indenture. Under the Liquidity Facility, the Liquidity Facility Provider is obligated to make available to the Trustee an amount equal to the principal amount of the Bonds plus 34 days interest at an assumed interest rate of 12%.

Events of Default Under the Liquidity Facility. The following events constitute events of default under the Liquidity Facility.

(1) Any principal of, or interest on, any Liquidity Facility Bond (including any Bank Bond) or any other amount owed to the Liquidity Facility Provider as owner of any Liquidity Facility Bond or Bank Bond pursuant to the Liquidity Facility, shall not be paid when due; or

(2) The City shall fail to pay any facility fee to the Liquidity Facility Provider due under the Liquidity Facility within ten (10) days after the same shall become due; or

(3) Any representation or warranty made or deemed to be made to the Liquidity Facility Provider by or on behalf of the City in the Liquidity Facility or in any of the Liquidity Facility Bonds, the Bank Bond Custody Agreement, the Indenture, this Official Statement, the Purchase Contract or the Remarketing Agreement or in any of the equivalent documents executed in connection with the issuance of any Additional Liquidity Facility Bonds (collectively, the “*Related Documents*”), or in any certificate or statement delivered under the Liquidity Facility or under any Related Documents shall be incorrect or untrue in any material respect when made or deemed to have been made; or

(4) The City shall fail to observe or perform certain enumerated covenants without regard to any grace period; or

(5) The City shall default in the due performance or observance of any other term, covenant or agreement contained (or incorporated by reference) in the Liquidity Facility (other than those referred to in paragraphs (1) through (4) above) and such default shall remain unremedied for a period of thirty (30) days after the Liquidity Facility Provider shall have given written notice thereof to the City; or

(6) The City shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its Debts, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or the City shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the City any case, proceeding or other action of a nature referred to in clause (i) above which (x) results in an order for such relief or in the appointment of a receiver or similar official or (y) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against the City, any case, proceeding or other action seeking issuance of a warrant of attachment, execution, rehabilitation, distraint or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) the City shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) the City shall generally not, or shall be unable to, or so admit in writing its inability to, pay its Debts; or

(7) An Event of Default under the Indenture with respect to the payment of principal of or interest on the Bonds or under any trust indenture or resolution with respect to the payment of principal of or interest on any Parity Debt; or

(8) Any material provision of the Liquidity Facility or any Related Document (other than this Official Statement or the Purchase Contract) relating to payment of principal or interest on the Bonds (including Bank Bonds) or the security therefor shall cease to be valid and binding on the City or any other party thereto or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the City or such other party thereto or by any Governmental Agency having jurisdiction, or any Governmental Agency having jurisdiction shall find or rule that any material provision of the Liquidity Facility or any Related Document (other than this Official Statement or the Purchase Contract) relating to payment of principal or interest on the Bonds (including Bank Bonds) or the security therefor is not valid or binding on the City or such other party thereto, or the City or such other party (in each case, through an authorized person) shall deny that it has any or further liability or obligation under any such document; or

(9) S&P shall reduce the long-term credit rating of the Bonds below Investment Grade; or

(10) The City shall default in any payment of principal of or premium, if any, or interest on any Parity Debt in excess of \$5,000,000 and such default shall continue beyond the expiration of the applicable grace period, if any, or the City shall fail to perform any other agreement, term or condition contained in any agreement under which any such Parity Debt is created or secured, which shall permit or result in the declaring due and payable of such obligation prior to the date on which it would otherwise have become due and payable; or

(11) A final judgment or order for the payment of money in excess of \$15,000,000 shall have been rendered against the City and shall, by order of the Governmental Agency issuing such final judgment or order, be payable as a general obligation of the City, and such judgment or order shall not have been satisfied, paid when due, stayed pending appeal or bonded pending appeal within 30 days of becoming final.

Remedies Upon Occurrence of an Event of Default. Following the occurrence of certain of the above referenced events of default, the Liquidity Facility Provider may take any one or more of the following actions.

(1) In the case of the occurrence of an event of default specified in paragraphs (1), (6), (7), (8), (9) or (10) above (each, a “*Termination Event*”), the obligations of the Liquidity Facility Provider under the Liquidity Facility to purchase the Liquidity Facility Bonds shall immediately terminate without notice or demand to any Person, and thereafter the Liquidity Facility Provider shall be under no obligation to purchase the Liquidity Facility Bonds. Promptly upon such Termination Event, the Liquidity Facility Provider shall give written notice of the same to the City, the Trustee and the Remarketing Agent; *provided*, that the Liquidity Facility Provider shall incur no liability or responsibility whatsoever by reason of its failure to give such notice and such failure shall in no way affect the termination of the obligation of the Liquidity Facility Provider to purchase Bonds pursuant to the Liquidity Facility. The Trustee shall notify all Bondholders of the termination of the obligation of the Liquidity Facility Provider to purchase the Liquidity Facility Bonds.

(2) In the case of the occurrence of any event of default described above (other than as specified in paragraph (1) above), the Liquidity Facility Provider may give written notice of such event of default and termination of the Liquidity Facility (a “*Notice of Termination Date*”) to the Trustee, the City and the Remarketing Agent, requesting a mandatory tender of the Liquidity Facility Bonds. The obligation of the Liquidity Facility Provider to purchase the Liquidity Facility Bonds shall terminate on the thirtieth (30th) day (or if such day is not a Business Day, the next following Business Day) after such Notice of Termination Date is received by the Trustee and on such date the Liquidity Facility Provider shall be under no obligation under the Liquidity Facility to purchase Liquidity Facility Bonds.

(3) In the case of any occurrence, circumstance or event, or any combination thereof, which, with the lapse of time and/or giving of notice, would constitute an Event of Default described in Paragraph 6(ii) or (iii), the obligation of the Liquidity Facility Provider to advance funds for the purchase of Liquidity Facility Bonds under the Liquidity Facility shall be immediately and automatically suspended, without notice, until the bankruptcy, insolvency or similar proceeding referred to in such Paragraph is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event such proceeding is terminated, then the obligations of the Liquidity Facility Provider under the Liquidity Facility shall be automatically reinstated and the terms of the Liquidity Facility shall continue in full force and effect (unless the obligation of the Liquidity Facility Provider to purchase Liquidity Facility Bonds under the Liquidity Facility shall otherwise have terminated as provided above) as if there had been no such suspension. If at any time prior to the earlier of (i) the Expiration Date of the Liquidity Facility and (ii) the date that is four (4) years following the suspension of the obligation of the Liquidity Facility Provider to purchase Liquidity Facility Bonds, (x) the potential event of default which gave rise to such suspension is cured or ceased to be continuing and (y) the obligation of the Liquidity Facility Provider to purchase Liquidity Facility Bonds under the Liquidity Facility has not otherwise terminated, then, upon written notice from the Trustee to the Liquidity Facility Provider to such effect, the obligation of the Liquidity Facility Provider to purchase Liquidity Facility Bonds under the Liquidity Facility shall be automatically reinstated. If the occurrence, circumstance or event which gave rise to the suspension of the obligations of the Liquidity Facility Provider to purchase of Liquidity Facility Bonds under the Liquidity Facility has not been cured or has not ceased to be continuing prior to the four (4) year anniversary of such occurrence and the obligation of the Liquidity Provider to purchase Liquidity

Facility Bonds under the Liquidity Facility has not otherwise terminated, then the obligations of the Liquidity Provider to advance funds for the purchase of Liquidity Facility Bonds shall be terminated upon written notice from the Liquidity Facility Provider to the City and the Trustee and the Liquidity Facility Provider shall have no further obligations to purchase any Bonds; *provided* that the Liquidity Facility Provider shall not incur any liability or responsibility whatsoever by reason of its failure to give such notice and such failure shall in no way affect the termination of the Available Commitment and of the obligations of the Liquidity Facility Provider to purchase Liquidity Facility Bonds under the Liquidity Facility.

(4) Upon the occurrence of any event of default described above, the Liquidity Facility Provider may declare all accrued and unpaid amounts payable to it under the Liquidity Facility immediately due and payable, and the Liquidity Facility Provider shall have all remedies provided at law or equity, including, without limitation, specific performance; *provided, however*, the Liquidity Facility Provider agrees to purchase the Liquidity Facility Bonds on the terms and conditions of the Liquidity Facility notwithstanding the occurrence of an event of default which does not terminate its obligation to purchase Liquidity Facility Bonds under paragraphs (1) and (2) above or does not suspend its obligation to purchase Liquidity Facility Bonds under paragraph (3) above.

(5) The remedies provided under paragraphs (1), (2), (3) and (4) under “*Remedies Upon Occurrence of an Event of Default*” shall only be exclusive with respect to such events of default to the extent they are obtained by the Liquidity Facility Provider. If, for any reason whatsoever, the Liquidity Facility Provider is not able to obtain all such remedies, then the Liquidity Facility Provider reserves the right and shall have the right to pursue any other available remedies, whether provided by law, equity or the Liquidity Facility.

Extension of Liquidity Facility. Upon written request of the City to the Liquidity Facility Provider, made not less than ninety (90) days nor more than one hundred twenty (120) days prior to the then current Expiration Date or at such other time as is acceptable to the Liquidity Facility Provider, the then current Expiration Date may be extended from time to time by agreement in writing between the Liquidity Facility Provider and the City (the period from the preceding Expiration Date to such new Expiration Date being herein sometimes called the “*Extended Facility Period*”). The Extended Facility Period may itself be extended in a like manner. The Liquidity Facility Provider has no obligation to agree to any Extended Facility Period. If the Liquidity Facility Provider, in its sole discretion following such request by the City, agrees to extend any such period, the Liquidity Facility Provider shall give written notice of the election to extend to the City, the Trustee and the Remarketing Agent, within forty-five (45) days of such request. If the Liquidity Facility Provider does not so notify the City, the Expiration Date shall not be extended.

SOURCES AND USES OF FUNDS

The following is a summary of the estimated sources and uses of the Bond proceeds and other funds in connection with the issuance of the Bonds:

SOURCES OF FUNDS

Par amount of the Bonds	<u>\$25,000,000.00</u>
Total Sources of Funds	\$25,000,000.00

USES OF FUNDS:

Deposit to Project Fund	\$24,796,950.00
Underwriter's Fee	50,000.00
Other Costs of Issuance	<u>153,050.00</u>
Total Uses of Funds	\$25,000,000.00

TAX STATUS

GENERAL

In the opinion of Co-Bond Counsel, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Bonds is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and (ii) interest on the Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In rendering their opinion, Co-Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the City and others in connection with the Bonds, and Co-Bond Counsel has assumed compliance by the City with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Bonds from gross income under Section 103 of the Code.

Co-Bond Counsel expresses no opinion regarding any other federal or state tax consequences with respect to the Bonds. Co-Bond Counsel render their opinion under existing statutes and court decisions as of the issue date, and assume no obligation to update their opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. Co-Bond Counsel express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for federal income tax purposes of interest on the Bonds.

CERTAIN ONGOING FEDERAL TAX REQUIREMENTS AND COVENANTS

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Bonds, yield and other

restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the federal government. Noncompliance with such requirements may cause interest on the Bonds to become included in gross income for federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The City has covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the Bonds from gross income under Section 103 of the Code.

CERTAIN COLLATERAL FEDERAL TAX CONSEQUENCES

The following is a brief discussion of certain collateral federal income tax matters with respect to the Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner of a Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds.

Prospective owners of the Bonds should be aware that the ownership of the Bonds may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for federal income tax purposes. Interest on the Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

LEGISLATION

Legislation affecting municipal bonds is regularly under consideration by the United States Congress. There can be no assurance that legislation enacted or proposed after the date of issuance of the Bonds will not have an adverse effect on the tax-exempt status or market price of the Bonds.

STATE TAX MATTERS

Interest on the Bonds is not exempt from State of Wisconsin income tax or franchise tax.

NO DESIGNATION AS QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

LITIGATION

The City, its boards, officers and employees have been defendants in numerous lawsuits over the years. Experience has shown that a relatively small number of suits commenced are reduced to judgment. The City of Milwaukee does not carry a blanket policy of insurance against tort liability. In addition, Wis. Stat. § 893.80 limits the amount recoverable against a political corporation, its

officers, officials or employees for acts done in their official capacity to \$50,000 in tort liability for non-automobile cases and \$250,000 in automobile cases.

The City Attorney's office has reviewed the status of pending or threatened litigation, claims and assessments to which the office has devoted substantive attention in the form of legal consultation or representation and which individually represent maximum potential loss exposure in excess of \$1 million, existing on November 10, 2005.

U.S. Department of Justice Investigation of Firefighter Selection Procedures (Brotherhood of Firefighters v. FPC). The City has completed payment of monetary relief under the Supplemental Order of the United States District Court dated November 30, 2001, under Civil Action Case No. 74-C-480, settling allegations of discrimination in the entry level hiring examinations for firefighter. One additional priority appointment remains to be made, having been delayed by the candidate's military service. Thereafter, the City's only remaining obligations under the Supplemental Order will be to settle and adjust claims for the payment of pension expenses associated with the settlement. The pension costs are unknown, and are anticipated to exceed \$615,000.

Alexander, et al v. City of Milwaukee, et al. Starting in October 2002, seventeen white male lieutenants in the MPD filed a series of EEOC charges alleging discrimination on the basis of race and gender in their failure to be promoted to the rank of Captain of Police. The EEOC concluded its investigation without finding cause, and issued notice of rights to sue letters, on April 1, 2003. The seventeen plaintiffs filed suit in the above captioned matter on June 27, 2003. The complaint alleges a class action on behalf of all white male lieutenants of the MPD who have sought or will seek promotion from the position of lieutenant to captain, or who in the future will be denied equal employment opportunity by the MPD due to their being white males. The Complaint names the City, the Board of the FPC, and former Chief of Police Arthur Jones in his individual and official capacity. It also names each of the FPC Commissioners as of the suit's commencement, in their individual and official capacities. The Complaint alleges violations of Title VII of the Civil Rights Act of 1964, as amended as well as equal protection violations actionable under 42 U.S.C. §§ 1983 and 1981. Plaintiffs seek compensatory damages in the sum of \$300,000 each, plus unspecified sums in punitive damages, as well as other relief available such as attorneys' fees and costs. The case was tried in March, 2005, and decided against the City. The jury awarded \$2,200,000. The court must now decide the amount of economic damages and attorney's fees, which could amount to more than a million dollars. The City will file motions to reduce the amount of damages and consider pursuing an appeal of all or part of the judgment.

Estate of Justin Fields, et al. v. City of Milwaukee, et al. This case involves a fatal police shooting, which occurred on March 2, 2003. On Water Street, two police officers of the City observed a car that failed to yield to an emergency vehicle. One officer approached the vehicle, and its driver, Mr. Fields, exchanged words with the officer and fled the scene. A vehicular pursuit ensued, and came to a stop on North Martin Luther King Drive, after the Fields vehicle collided with another car. Believing that the car was unable to move and that its occupants might be injured, the officers approached the Fields vehicle. The vehicle then accelerated towards one of the officers. The officer, believing that his life and that of others were in danger, fired his weapon at the driver, Mr. Fields. Mr. Fields died at the scene. The case is in the initial stages of litigation. The City anticipates a full discovery process, dispositive motions, and ultimately, if motions fail, a trial.

Jenkins v. Bartlett, et al. This case involves a fatal police shooting, which occurred on September 19, 2002. On that date Officer Bartlett was on routine police patrol duty with his partner. While conducting a standard traffic stop, a subject fled from the scene. That subject was later identified as the decedent Larry Jenkins. Officer Bartlett pursued Mr. Jenkins on foot to the intersection of 37th Street and Glendale Avenue. When Officer Bartlett came upon the intersection he observed Mr. Jenkins entering a vehicle which was stopped at the intersection. It appeared to the officer that Mr. Jenkins was attempting to carjack the vehicle in an effort to flee from the officer. As the officer attempted to come to the assistance of the driver of the vehicle he found himself located to the front of the vehicle. He also observed Mr. Jenkins seated behind the steering wheel. The vehicle began to move forward at a high rate of speed ultimately striking Officer Bartlett and throwing him onto the hood. Officer Bartlett feared for his life and fired his service weapon at Mr. Jenkins. Mr. Jenkins died at the scene. Subsequently the estate filed suit. Discovery has been completed in this case. The defendants' summary judgment motion has been decided by the court dismissing all issues except for that involving the reasonableness of the officer's use of force. Given differing testimony from various witnesses the court determined that there were significant questions of fact which could only be resolved by a jury. Therefore, this case will be proceeding to trial. No trial date has been set as yet.

Page, et al. v. Malone, et al. This case involves a fatal police shooting which occurred on or about April 5, 2002. Michael Page, Jr. was fleeing police officers of both the City of Wauwatosa and the City in his motor vehicle. The pursuit traveled through several jurisdictions ending at a location on N. 25th Street in the City of Milwaukee. Mr. Page climbed onto the roof of his vehicle. Officer Malone ordered Mr. Page to show his hands and come down from the vehicle. Mr. Page reached for his waistband area and suddenly lunged off the vehicle toward Officer Malone. Fearing Mr. Page was pulling a weapon and that the weapon would be used, Officer Malone feared for his safety as well as that of other people nearby and fired his service weapon at Mr. Page. Mr. Page died as a result. This case is in the initial stages of litigation. However, plaintiffs' counsel withdrew from the case. On April 25, 2005, the judge dismissed the case, but without prejudice. The City anticipates that the plaintiffs will refile, once they have retained a new attorney.

Pundsack, et al. v. City of Milwaukee, et al., Case No. 04-C-1207. This case involves a fatal police shooting which occurred on or about December 23, 2002. Edward Pundsack led police on a chase. An officer involved in the pursuit emerged from his vehicle and ordered Mr. Pundsack out of his vehicle. At one point, the officer perceived that Mr. Pundsack was driving his vehicle in reverse and that other officers were located to the rear of the Pundsack vehicle directly in its path. Believing that those fellow officers were in imminent danger of death or great bodily harm the officer fired his service weapon at Mr. Pundsack. Mr. Pundsack died at the scene. This case is in the initial stages of litigation. The City anticipates a full discovery process, dispositive motions and ultimately, if motions fail, a trial.

Milwaukee Riverwalk Investigation USAO File No. 2003V200280. The City and the private property owners in Business Improvement District No. 15 ("*BID-15*"), a business improvement district, received an August 6, 2003 communication from the United States Department of Justice ("*DOJ*"). That communication indicated that the United States Attorney for the Eastern District of Wisconsin had opened an investigation of a complaint made to the DOJ. The complaint alleged that the owners and operators of the Milwaukee Riverwalk are in violation of the Americans with Disabilities Act and the DOJ's regulations implementing that Act. The City and BID-15 retained the services of a consultant to assist in the response to the DOJ's communication. The consultant

developed a set of recommendations that would remedy the alleged ADA violations, and concluded that many, but not all, of the alleged violations had merit. The estimated cost of implementing the recommendations is \$1,224,266.

The City and BID-15 are now engaged in settlement discussions with DOJ regarding the timing and method of implementing the recommendations to remedy the alleged violations. The City anticipates that if the City, BID-15 and DOJ reach an agreement on the remedy, the City and BID-15 would split the remedial cost in the same manner that the original costs for the Riverwalk Project were split. The City originally paid for the entire cost of the project and then recovered back 22% of those costs through special assessments against private property owners within BID-15.

Kaye v. City of Milwaukee, et al. Kaye, a real estate developer, brought this case against the City of Milwaukee, its Redevelopment Authority, other agencies, City and Redevelopment officials and employees under the Racketeer Influenced Corrupt Organizations Act, 18 U.S.C. § 1961 *et. seq.*, and the Wisconsin Organized Crime Control Act, Wis. Stat. § 946.80, *et. seq.*

Kaye's complaint alleges he attempted to bid on certain real property then owned by the City and located at 1152-1158 Kane Place. His bid was not considered, because the property had been "promised" to Ms. Kohler, who was then Vice Chair of the City Planning Commission. He claims that the City, and specifically the Redevelopment Authority, made special exceptions to bid, sale, zoning and other requirements for Ms. Kohler due to her status as a public official. Specifically, he alleges that Ms. Kohler, in her capacity as Vice Chair of the City Planning Commission, agreed with Mr. Fowler, then a Redevelopment Authority Commissioner, to "swap" the Kane Place property for another parcel of property located at 2951-2965 N. Humboldt Avenue. As a quid pro quo for Mr. Fowler approving the Redevelopment Authority's sale of the Kane Street property to Ms. Kohler, she, through the City Planning Commission, approved the sale of the Humboldt Avenue property to Alterra Coffee Roasters, Inc., a company in which Mr. Fowler is a principal shareholder.

Kaye further alleges that, around this time same, Alderman D'Amato, the East Village Association, Inc. ("EVA"), and certain private citizens, including Ms. Kohler, were seeking enactment of an ordinance that would establish a "Conservation District Overlay" over a portion of the Third Aldermanic District. The conservation district would limit the types of real estate development that could occur therein. The conservation district was opposed by the plaintiff and others. As part of their opposition efforts, Kaye and others became members of the EVA and sought to elect their own slate of directors. He alleges that Alderman D'Amato, Ms. Kohler, and the then-officers of EVA engaged in a fraudulent scheme to manipulate the EVA election in order to retain control of the board from opponents of the conservation district. He alleges that the opposition members were permitted to believe that the election would be conducted by a simple majority vote. At the time of the election, however, the opposition members were informed for the first time that a new voting method, a variant of cumulative voting that emphasized voting coalitions, would be used. The existing officers and directors of the EVA, along with Alderman D'Amato and Ms. Kohler, were able to organize a voting coalition, including by means of e-mail, which plaintiff alleges to have been an act of wire fraud. The opposition members, surprised by the change in voting method, could not organize in time and were unsuccessful in wresting control of the EVA board.

Kaye also alleges that citizens opposing the conservation district placed yard signs expressing that opposition in various places in the Third Aldermanic District. Plaintiff alleges that Alderman D'Amato (or one of his aides, the complaint conflicts itself on this point) removed such a sign from

the property of Jill Bondar, one of the leaders of the opposition group. Kaye further alleges that Alderman D'Amato left Ms. Bondar a voice mail in which he implicitly threatened criminal prosecution for her conduct and that of other members of the opposition group in putting up the yard signs.

According to Kaye, the allegations plead predicate acts of racketeering sufficient to allege that the defendants violated both RICO, the Racketeer Influenced Corrupt Organizations Act, 18 U.S.C. § 1961 et. seq., and the Wisconsin Organized Crime Control Act, Wis. Stat. § 946.80, et. seq. Plaintiff asserts claims under 18 U.S.C. §§ 1962(b), (c) and (d). Section 1962(b) makes it unlawful for any person to acquire or maintain any interest in or control of any "enterprise" through a "pattern of racketeering." Section 1962(c) makes it unlawful to conduct or participate in the affairs of an "enterprise" through a "pattern of racketeering." Section 1962(d) makes it unlawful to conspire to violate RICO. The complaint asks for over \$5,000,000 in compensatory and punitive damages.

The attorneys for the City and the other defendants do not believe that the complaint states a claim under RICO, or the state mini-RICO statute, and, accordingly, have moved to dismiss the complaint for failure to state a claim upon which relief can be granted.

Milwaukee Police Supervisors Association (MPSO) v. City of Milwaukee and the Milwaukee Employees' Retirement System (ERS). This case is a clone of an earlier case that was filed and subsequently voluntarily dismissed. That case was brought by the Milwaukee Police Association (MPA represents police officers; the MPSO represents police supervisors.) The MPA case alleged that the ERS was prohibited by City Ordinance from spending more than \$3 million to purchase and install a computer information system. The suit alleged that the City was liable to pay any of those expenses in excess of \$3 million. It is estimate that the total cost of the ERS information system is approximately \$25 million. The dispute in the case was over the interpretation of a section of the City ordinance that transferred all administrative, operational, and investment expenses from the City to the ERS. This change was made as a part of a larger settlement of various disputes between the City and the MPA called the Global Pension Settlement. The MPA voluntarily dismissed the lawsuit earlier this year (2005). The MPSO has now filed a lawsuit making the same allegations. Both the City and the ERS view the allegations as without merit and are vigorously defending the lawsuit.

RATINGS

S&P has assigned ratings of "AA/A-1+" to the Bonds, based in part on the credit of the City and in part on the issuance of the Liquidity Facility by the Liquidity Facility Provider. Any explanation as to the significance of the above ratings may only be obtained from the rating agency furnishing the same.

The City and the Liquidity Facility Provider furnished to the rating agency certain information and materials, some of which have not been included in this Official Statement. Generally, rating agencies base their ratings on such information and materials and investigations, studies and assumptions furnished to and obtained and made by the rating agencies. There is no assurance that any rating will remain for any given period of time or that any rating will not be revised downward or withdrawn entirely if, in the judgment of the appropriate rating agency, circumstances so warrant. Any such downward revision or withdrawal of any such rating may have an adverse effect on the market price or marketability of the Bonds.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Bonds by the City are subject to the approval of Hawkins Delafield & Wood LLP, New York, New York, and Quarles & Brady LLP, Milwaukee, Wisconsin, Co-Bond Counsel, whose approving legal opinions will be delivered with the Bonds. The proposed form of such opinion appears as APPENDIX E attached hereto and made a part of this Official Statement. Certain legal matters will be passed upon by Chapman and Cutler LLP, Chicago, Illinois, and Hurtado, S.C., Wauwatosa, Wisconsin, as co-counsel for the Underwriter, by the City Attorney, as counsel for the City, and by Winston & Strawn LLP, Chicago, Illinois, as counsel for the Liquidity Facility Provider.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transactions opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

CONTINUING DISCLOSURE

In order to assist the Underwriter in complying with SEC Rule 15c2-12 (the “*Rule*”) promulgated by the Securities and Exchange Commission, pursuant to the Securities Exchange Act of 1934, as amended, the City will covenant pursuant to a resolution adopted by the Common Council of the City to enter into an undertaking (the “*Undertaking*”) for the benefit of owners including beneficial owners of the Bonds to provide certain financial information and operating data relating to the City to certain information repositories annually, and to provide notices of the occurrence of certain events enumerated in the Rule to certain information repositories or the Municipal Securities Rulemaking Board and to any state information depository. The details and terms of the Undertaking, as well as the information to be contained in the annual report or the notices of material events, are set forth in the Master Continuing Disclosure Certificate and Addendums, which shall be made applicable to the Bonds pursuant to Schedules to be executed and delivered by the City at the time Bonds are delivered. Such Certificate, Addendums and Schedules will be in substantially the form attached hereto as APPENDIX F. The City has never failed to comply in all material respects with any previous undertakings under the Rule to provide annual reports or notices of material events. A failure by the City to comply with the Undertaking will not constitute an event of default on the Bonds or under the Indenture (although the owners of the Bonds will have the right to obtain specific performance of the obligations under the Undertaking). Nevertheless, such a failure must be reported in accordance with the Rule, and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

FINANCIAL ADVISOR

The City has retained Robert W. Baird & Co., Incorporated to serve as Financial Advisor with respect to the issuance of the Bonds. The Financial Advisor has assisted the City in matters relating to the planning, structuring and issuance of the Bonds and various other debt related matters.

UNDERWRITING

Banc of America Securities LLC (the “*Underwriter*”) has agreed to purchase the Bonds at a purchase price of par, and is receiving a fee of \$50,000, pursuant to a bond purchase agreement between the City and the Underwriter. The bond purchase agreement provides that the Underwriter will purchase all of the Bonds if any are purchased. The Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public. In the purchase agreement, the City agrees to indemnify the Underwriter against certain liabilities or to contribute to any payments required to be made by the Underwriter relating to such liabilities, including liabilities under federal securities laws. The obligation of the Underwriter to accept delivery of the Bonds is subject to various conditions set forth in the bond purchase agreement. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into an investment trust) and others at prices lower than the prices stated on the inside cover page of this Official Statement.

MISCELLANEOUS

Simultaneously with the delivery of the Bonds, the City Comptroller of the City, acting on behalf of the City, will furnish to the Underwriter a certificate which shall state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

The agreement of the City with respect to the Bonds is fully set forth in the Indenture, and neither any advertisement of the Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Bonds. So far as any statements are made in this Official Statement involving estimates, projections or matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers will constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The attached Appendices are integral parts of this Official Statement, and should be read together with all of the foregoing information.

The execution and delivery of this Official Statement by the City Comptroller of the City has been duly authorized by the Common Council of the City.

CITY OF MILWAUKEE, WISCONSIN

By: /s/ W. Martin Morics
City Comptroller

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APPENDIX A

THE CITY OF MILWAUKEE, WISCONSIN

GENERAL INFORMATION

LOCATION, ORGANIZATION AND GOVERNMENT

General. The City of Milwaukee, Wisconsin (the “City”), is located on the western shore of Lake Michigan in southeastern Wisconsin. The City is the hub of the metropolitan area and a thriving place to live and work. The City is Wisconsin’s largest city with a population of approximately 593,920 and is the principal trade, service and financial center of southeastern Wisconsin. The surrounding Standard Consolidated Metropolitan Statistical Area (SCMSA) consisting of Milwaukee, Waukesha, Washington, Ozaukee, and Racine Counties, has a population of nearly 1.6 million. This SCMSA is the 24th largest metropolitan area in the United States of America.

The Port of Milwaukee provides access to the sea lanes of the world. General Mitchell International Airport is served by domestic and international airlines. Five rail lines serve the City and provide transportation links throughout the United States. The City is also connected with the interstate highway system.

The City was incorporated as a city on January 31, 1846, pursuant to the laws of the territory of Wisconsin. Wisconsin gained statehood in 1848. The City, operating under a Home Rule Charter since 1874, has a council-mayor form of government.

Elected Officials. The Mayor, City Attorney, Comptroller, Treasurer and Common Council members are elected officials of the City. Local elections are non-partisan. The Mayor, City Attorney, Comptroller and Treasurer are elected at-large for identical four-year terms.

The Common Council represents fifteen Aldermanic districts. Each Alderperson represents, and is elected from, an aldermanic district with a population of approximately 40,000.

CITY OFFICIALS

ELECTED ON APRIL 6, 2004
(initial year in office follows name)

Mayor	Tom Barrett	(2004)
City Attorney	Grant F. Langley	(1984)
City Comptroller	W. Martin Morics	(1992)
City Treasurer	Wayne F. Whittow	(1976)

Ashanti Hamilton	(2004)	Robert W. Puente	(2004)
Joe Davis, Sr.	(2003)	Michael J. Murphy	(1989)
Michael S. D'Amato	(1996)	Joseph A. Dudzik	(2002)
Robert J. Bauman	(2004)	James N. Witkowiak	(2004)
James A. Bohl, Jr.	(2000)	Terry L. Witkowski	(2003)
Michael McGee, Jr.	(2004)	T. Anthony Zielinski	(2004)
Willie C. Wade	(2003)	Willie L. Hines, Jr.	(1996)
Robert G. Donovan	(2000)		

The terms of all the above elected positions expire in April, 2008.

PUBLIC SERVICES AND FACILITIES

The City, employing approximately 7,401 people (some in a seasonal capacity), is charged with primary responsibility for public safety (via its police, fire and health departments); public works (including refuse removal and a City owned water utility); various cultural and recreational services including a library system; and general municipal administration. City government also participates in housing and neighborhood programs through separate housing and redevelopment authorities. These two latter authorities have the ability to directly borrow using revenue backed financings.

Other major local governmental units and their related government services are the Milwaukee Public Schools (education); Milwaukee County (parks, airport/mass transit/highways, social services and court system); Milwaukee Metropolitan Sewerage District (wastewater treatment); and, the Milwaukee Area Technical College (higher education). Wisconsin Statutes require Milwaukee Public School purpose debt to be issued by the City. The remaining governmental units cited each retain the statutory authority to issue general obligation debt.

Two special purpose governmental units exist with the ability to issue debt and tax on a limited revenue basis. The first is the Southeastern Wisconsin Professional Baseball District (the "*District*"), a public entity created by State legislation encompassing five southeastern Wisconsin counties to finance construction/operations of a baseball facility ("*Miller Park*") for the National League Milwaukee Brewers baseball club. Miller Park opened in March, 2001. The District has issued \$199 million of revenue bonds supported by a five-county, one-tenth of one percent sales tax and other ancillary revenue streams. In addition, \$45 million of lease certificates of participation have been sold to finance acquisition and installation of facility equipment, scoreboards, etc.

The second special purpose governmental unit is the Wisconsin Center District which oversees construction/operation of the Midwest Airlines Center, Milwaukee's major convention complex. This complex also includes the existing US Cellular Arena and the Milwaukee Auditorium facilities, formerly known as "MECCA". The Midwest Airlines Center was financed by \$185 million of revenue bonds backed by dedicated sales tax revenues from the lodging, restaurant, and vehicle rental areas. Phase one of the Midwest Airlines Center was completed during 1998. Phase two was completed in 1999. In 2001, \$30 million of Bonds were issued to renovate the Milwaukee Auditorium.

In addition to the facilities noted above, the City is home to a modern 17,000+ seat indoor sports and concert venue, the Bradley Center, located in the heart of downtown. This facility serves the National Basketball Association Milwaukee Bucks, the Marquette University Golden Eagles basketball team and the Milwaukee Admirals International Hockey League club. Milwaukee also boasts a lakefront Milwaukee Art Museum, as well as a major symphony, ballet companies, theater and other performing arts.

May 4, 2001, marked the unveiling of phase one of Milwaukee Art Museum's new expansion and renovation, which combines art, dramatic architecture and landscape design. The new Quadracci Pavilion, the first Santiago Calatrava-designed building in the United States of America, features a 90-foot high glass-walled reception hall enclosed by the Burke Brise Soleil, a sunscreen that can be raised or lowered creating a unique moving sculpture.

Finally, the Milwaukee area is the site of a number of higher education institutions, including Marquette University, the University of Wisconsin—Milwaukee, Alverno College, Mount Mary College and the Milwaukee School of Engineering.

EMPLOYEE RELATIONS

Approximately 6,933 of the City's 7,150 full-time employees are members of bargaining units represented by 19 unions. Labor agreements are in place through December 31, 2006, with 10 unions representing approximately 2,886 employees. The remainder of the unions are at various stages in the negotiation process including mediation and arbitration.

GENERAL, DEMOGRAPHIC AND ECONOMIC INFORMATION

GENERAL

The City, with a population of approximately 593,920, represents approximately 40 percent of the population of the greater metropolitan area. Based on the last United States Census, population in the four county retail trade area surrounding the City is approximately 1,512,400, and represents 28% of the population of the State of Wisconsin. Over 74 percent of metropolitan Milwaukee's population is comprised of residents within the working ages of 18 and older. Forty-eight percent of the Milwaukee SMSA (Milwaukee, Washington, Waukesha and Ozaukee Counties) residents are under the age of 35.

Effective buying income in the City is approximately \$8.4 billion, 30 percent of the total effective buying income in the four county metro Milwaukee area. In the City, 26.6 percent of City households earn between \$20,000 and \$35,000 per year; 19.8 percent earn between \$35,000 and

\$50,000 per year; and 23.3 percent earn over \$50,000 per year. The age distribution of the population of the City is 10.7 percent between 18 and 24 years old; 15.2 percent between 25 and 34 years old; 20.5 percent between 35 and 49 years old; and 23.3 percent are 50 years or older.

**CITY OF MILWAUKEE
SELECTED ECONOMIC DATA**

	<u>POPULATION</u> ⁽¹⁾	<u>PER CAPITA AVERAGE INCOME</u>	<u>PER CAPITA HOUSEHOLD INCOME</u>	<u>PER CAPITA EQUALIZED VALUE</u>
1999	608,150	\$13,780	\$35,830	\$27,462
2000	605,572	14,170	36,830	28,641
2001	595,508	14,147	36,339	32,667
2002	595,958	13,420	34,320	34,022
2003	595,245	13,680	35,436	36,507
2004	593,920	Not Available	Not Available	39,554

(1) The population figures are derived through estimates from the Wisconsin Department of Revenue for use in the distribution of State Shared Revenues.

Sources: Derived from data contained in *Sales and Marketing Management* magazine as reported for the appropriate year. Other sources include the Bureau of Census; Wisconsin Department of Revenue; Metropolitan Milwaukee Association of Commerce; and the City of Milwaukee Division of Economic Development.

BUILDING PERMITS

Another indicator of economic growth is the activity in the building industry. The following table indicates building permit activity during the period 2000 through December 2004.

GENERAL TOTAL

<u>YEAR</u>	<u>VALUE</u>	<u>PERMITS ISSUED</u>
2000	\$281,978,437	2,448
2001	388,613,133	2,752
2002	337,028,003	2,756
2003	334,954,154	2,884
2004	294,811,125	2,784

RESIDENTIAL BUILDING

<u>YEAR</u>	<u>SINGLE FAMILY</u>		<u>MULTI-FAMILY</u>		<u>TOTAL</u>		<u>PERMITS ISSUED</u>
	<u>VALUE</u>	<u># OF UNITS</u>	<u>VALUE</u>	<u># OF UNITS</u>	<u>VALUE</u>	<u># OF UNITS</u>	
2000	\$13,501,445	113	\$21,682,808	239	\$ 35,184,253	352	137
2001	17,597,336	141	81,508,896	401	99,106,232	542	168
2002	18,726,773	135	53,525,650	562	72,252,423	697	172
2003	20,069,077	159	91,792,191	666	111,861,268	825	187
2004	29,896,986	194	48,346,002	553	78,242,988	747	244

COMMERCIAL BUILDING

<u>YEAR</u>	<u>VALUE</u>	<u>PERMITS ISSUED</u>
2000	\$ 99,967,923	88
2001	106,537,251	99
2002	87,778,047	89
2003	61,824,799	96
2004	63,485,441	89

PUBLIC BUILDING

<u>YEAR</u>	<u>VALUE</u>	<u>PERMITS ISSUED</u>
2000	\$43,153,279	181
2001	64,534,354	406
2002	24,122,613	159
2003	54,241,508	202
2004	34,176,914	95

ALTERATIONS AND ADDITIONS

<u>YEAR</u>	<u>VALUE</u>	<u>PERMITS ISSUED</u>
2000	\$103,672,982	2,042
2001	118,435,296	2,079
2002	152,874,920	2,336
2003	107,026,579	2,399
2004	118,905,782	2,356

Note: Miller Park, the City's major league baseball venue, was completed in March 2001. This \$350+ million project is not incorporated within the above schedules.

Sources: Development Center, Department of City Development. Data accumulated from monthly reports submitted to U.S. Department of Commerce, Bureau of the Census, Construction Statistics Division, Washington D.C.

BANK DEPOSITS

The following table illustrates a five-year history of bank deposits for the largest banks in the City. (In Thousands of Dollars)

	2000	2001	2002	2003	2004 ⁽⁷⁾
Bank One, Milwaukee, N.A. ^{(1) (2)}	\$4,397,409	\$4,398,040	—	—	—
M & I Marshall & Ilsley Bank	8,623,224	18,244,031	\$18,523,783	\$20,932,473	\$24,071,245
Wells Fargo Bank Wisconsin, N.A.	1,803,846	1,992,708	2,200,491	2,277,301	⁽⁸⁾
Bank Mutual ⁽³⁾	1,343,013	1,479,372	1,477,209	2,270,649	2,032,698
Associated Bank Milwaukee ⁽⁴⁾	1,918,455	5,840,463	5,648,495	—	—
Guaranty Bank	918,287	1,475,151	1,784,272	1,541,942	1,359,925
Johnson Bank	1,105,687	1,165,488	1,468,019	1,872,594	⁽⁹⁾
St. Francis Bank, FSB ⁽⁵⁾	1,480,471	1,431,840	140,024	1,349,686	⁽⁹⁾
State Financial Bank, N.A. ⁽⁶⁾	859,769	955,237	991,701	—	—
Park Bank	455,397	466,454	472,664	510,814	568,412

⁽¹⁾ Total deposits for Bank One, Wisconsin. As of December 7, 1996, all 14 of the Bank One charters in Wisconsin merged into one charter. Bank deposits for all Bank One offices in the state are combined and reported as one amount under the name Bank One, Wisconsin. As a result, bank deposits for Bank One offices in the City of Milwaukee are not available for year-end 1996 and later.

⁽²⁾ Title change to Bank One, National Association due to a merger with Bank One, National Association of Chicago, Illinois effective August 2002. As a result, bank deposits for Bank One offices in the City of Milwaukee are not available for year-end 2002.

⁽³⁾ Changed title to Bank Mutual March, 2003.

⁽⁴⁾ Changed title to Associated Bank, National Association, due to merger with Associated Bank Green Bay, National Association on April 20, 2001.

⁽⁵⁾ St. Francis Bank merged into Mid America Bank, FSB, Clarendon Hills, Illinois on 12/01/2003.

⁽⁶⁾ State Financial Bank, N.A. formed by merger in 2000.

⁽⁷⁾ As of March 2005.

⁽⁸⁾ Changed title to Wells Fargo Bank, National Association due to merger with Wells Fargo, National Association of San Francisco, CA, effective February 2004.

⁽⁹⁾ No data available as of March 2005.

Source: Wisconsin Department of Financial Institutions, March 2005 and The American Financial Directory (Wisconsin) July-December 2005.

Note: Other banks that have a significant presence in the Milwaukee area include TCF National Bank and U.S. Bank. These banks are not chartered in Wisconsin and information on these banks is not available through the Wisconsin Department of Financial Institutions.

**LEADING BUSINESS AND INDUSTRIAL FIRMS
LOCATED WITHIN MILWAUKEE COUNTY**

The listing of large employers in Milwaukee County which follows, reveals the diversity of Milwaukee County's economic base. The largest of these are shown in the following list which includes only employers with the majority or all of their employment in Milwaukee County.

<u>EMPLOYER</u>	<u>2004⁽¹⁾ EMPLOYMENT</u>	<u>TYPE OF BUSINESS OR SERVICE</u>
Aurora Health Care	13,275	Health Care
U.S. Government (Includes Zablocki V.A. Medical Center)	10,700	Government
Covenant Health Care	9,300	Health Care
City of Milwaukee	7,401	Government
M&I Marshall & Ilsley	7,176	Holding company banking/finance and data services
Milwaukee Public Schools	7,137	Education
Columbia-St. Mary's	5,749	Health Care
Milwaukee County	5,577	Government
University of Wisconsin-Milwaukee	4,307	Education
Medical College of Wisconsin	4,430	Medical school/academic/health care
Northwestern Mutual Life	4,039	Insurance
Rockwell Automation (formerly Allen-Bradley)	3,800	Manufacturer, electrical/electronic products
Harley-Davidson Motor Company	3,599	Manufacturer, motorcycles
Froedert Memorial Lutheran Hospital	3,400	Health Care
US Bank (formerly Firststar Corporation)	3,350	Finance, banking
WE Energies	2,791	Electric/natural gas utility
SBC Communications (Ameritech Corporation)	2,766	Communications
Johnson Controls, Inc.	2,500	Manufacturer, of electronic control systems and automobile interior modules
Children's Hospital of Wisconsin	2,500	Health care
Marquette University	2,019	Higher Education
Briggs and Stratton	2,000	Manufacturer, small engines, automotive locks and keys
Fortis	1,863	Health care
Journal Communications	1,800	Publishing, printing and broadcasting
Miller Brewing Company	1,700	Manufacturer of beer and aluminum containers
Delphi Automotive Systems (General Motors)	1,600	Manufacturer, automotive electronic engine control modules, catalytic converters, and automotive parts

⁽¹⁾ Reflects full-time equivalent employees (FTEs).

Source: The 2005 Business Journal, 2005 Wisconsin Manufacturers and Business Service Directories and employer surveys August 2004 and February 2005.

EMPLOYMENT AND INDUSTRY

During 2004, the City's unemployment rate averaged approximately 9.3%. Presented below are annual unadjusted unemployment rates for the City of Milwaukee, as compared to the State of Wisconsin and the United States for the period 2001 through July 2005.

<u>Year</u>	City of <u>Milwaukee</u>	Milwaukee - Waukesha <u>Metropolitan Area</u>	State of <u>Wisconsin</u>	<u>United States</u>
2005	7.3%	5.0%	4.8%	5.2%
2004	9.3	5.8	4.9	5.5
2003	9.7	6.1	5.6	6.0
2002	9.6	6.0	5.5	5.8
2001	7.7	4.7	4.5	4.7

Source: U.S. Bureau of Labor Statistics.

The City's economic structure reveals a diversified economy with strong service and manufacturing sectors. The service sector (service, finance, insurance, real estate and retail trade) employs over 69 percent of the workforce. Manufacturing firms employ 17 percent of the work force. The area is not dominated by any large employers. Less than two percent of the manufacturers have employment levels greater than 500. Less than one percent of the employers in finance, insurance and services have more than 500 employees.

CITY OF MILWAUKEE
ESTABLISHMENTS AND EMPLOYMENT BY INDUSTRY GROUP
2004(1)

<u>NAICS DESCRIPTION</u>	<u>NUMBER OF ESTABLISHMENTS</u>	<u>AVERAGE EMPLOYMENT</u>
Agriculture, Forestry, Fishing & Hunting	3	8
Mining	6	36
Utilities	22	1,553
Construction	778	7,608
Manufacturing	862	39,650
Wholesale Trade	912	12,090
Retail Trade	1,558	20,736
Transportation & Warehousing	413	12,566
Information	245	8,938
Finance & Insurance	776	24,853
Real Estate & Rental & Housing	537	4,486
Professional & Technical Services	1,495	17,283
Management of Companies & Enterprises	132	11,232
Administrative & Waste Services	782	24,526
Educational Services	348	32,236
Health Care & Social Services	1,658	59,092
Arts, Entertainment, & Recreation	166	6,405
Accommodation & Food Services	1,107	21,625
Other Services, Excluding Public Administration	1,995	10,558
Public Administration	41	17,302
Unclassified	<u>2</u>	<u>9</u>
TOTAL	<u>13,838</u>	<u>332,790</u>
 All Government	 241	 45,667
Private Sector	<u>13,597</u>	<u>287,123</u>
TOTAL	<u>13,838</u>	<u>332,790</u>

NOTE: Due to the method of reporting in prior years, the information stated above is incompatible with the data provided in previous years. The Wisconsin Department of Workforce Development changed its method of reporting data from the old system of Standard Industry Classification (SIC) to the new North American Industry Classification System (NAICS). The impact changed the number of industries reported from four subsectors to ten subsectors. The new method and format of reporting data is also incompatible with previous data sets by industry under the former SIC structure.

(1) Information represents second quarter 2004.

Source: Wisconsin Department of Workforce Development.

TEN LARGEST TAXPAYERS WITH 2004 ASSESSED VALUATIONS

US Bank (fna First Security Bank)	\$221,108,570
Northwestern Mutual Life Ins.	166,455,780
Teachers Insurance & Annuity/TIAA Realty	104,989,070
Towne Realty	85,265,870
M & I Marshall & Ilsley Bank/Metavante Corp	79,325,020
Metropolitan Associates	76,535,640
Marcus Corp/Milw City Center/Pfister	71,423,920
Miller Brewing	71,372,250
100 E. Wisconsin Ave Joint Venture	56,967,650
Great Lakes REIT/GLR Milw Center	56,455,410

Source: City of Milwaukee Assessor's Office January 2005.

DEBT STRUCTURE

The City has never defaulted in the payment of the principal or interest on its debt obligations, nor has the City issued any refunding securities for the purpose of preventing default in principal or interest on its debt obligations.

LEGAL DEBT LIMITATIONS

Section 67.03 of the *Wisconsin Statutes*, as supplemented and amended, limits direct general obligation borrowing by the City to an amount equivalent to five percent of the equalized valuation of taxable property within the City. Section 119.49 of the *Wisconsin Statutes*, as supplemented and amended, further authorizes referendum approved bonding in an additional amount equivalent to two percent of the equalized taxable property within the City for school capital purposes. Such debt margins, as of November 15, 2005, are calculated upon the 2005 City equalized valuation for 2006 purposes of \$26,256,713,800. After issuance of the Bonds, the available five percent debt margin for City borrowing is \$623,125,690 or 47.5% remaining for future debt issuance. The available two percent debt margin for school purpose borrowing is \$503,940,067, or 96.0% remaining for future debt issuance.

DEBT MARGIN
(Includes the Bonds)

2005 Equalized Value of Taxable Property in the City	\$26,256,713,800*
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LEGAL DEBT LIMITATION FOR CITY BORROWING

5% of Equalized Value	\$1,312,835,690
General Obligation Debt Outstanding subject to 5% Limit as of November 15, 2005	\$635,620,000
Plus: ** Additional Debt proposed for 2005	64,000,000
Less: Provisions for current year maturities	<u>(9,910,000)</u>
Net General Obligation Debt Outstanding subject to the 5% Limit as of November 15, 2005	<u>\$689,710,000</u>
Total Debt Margin for City Borrowing (in Dollars)	<u>\$623,125,690</u>
(As a percentage)	47.5%

LEGAL DEBT LIMITATION FOR SCHOOL PURPOSE BORROWING

2% of Equalized Value	\$525,134,276
General Obligation Debt Outstanding subject to 2% Limit as of November 15, 2005	\$21,194,209
Less: Provisions for current year maturities	<u>-0-</u>
Net General Obligation Debt Outstanding subject to the 5% Limit as of November 15, 2005	<u>\$21,194,209</u>
Total Debt Margin for School Purpose Borrowing (in Dollars)	<u>\$503,940,067</u>
(As a percentage)	96.0%

**Preliminary*

***The City anticipates it will issue \$25,000,000 Variable Rate General Obligation Corporate Purpose Bonds, Series 2005 and \$39,000,000 General Obligation Bonds and Notes in December 2005.*

DEBT REFUNDED

The City has issued the following series of general obligation refunding bonds that have outstanding escrow amounts:

\$30,725,000 General Obligation Refunding Bonds, Series of 2001-A, dated July 1, 2001, for the purpose of refunding additional portions of five general obligation bond issues, with a final escrow payment in 2009, with Associated Trust Company, N.A. as escrow trustee.

\$159,985,000 General Obligation Refunding Bonds, Series of 2002-A, dated October 15, 2002, for the purpose of refunding portions of seventeen general obligation issues, with a final escrow payment in 2011, with Marshall & Ilsley Trust Company, N.A. as escrow trustee.

\$45,240,000 General Obligation Refunding Bonds, Series 2005 A5, dated June 7, 2005, for the purpose of refunding portions of seven general obligation issues, with a final escrow payment in 2012, with Associated Trust Company as escrow trustee.

None of the refunded debt is reflected in the “Debt Margin” presentation above.

**ANALYSIS OF GENERAL OBLIGATION DEBT
OUTSTANDING AS OF NOVEMBER 15, 2005**

Schools (5% City Borrowing)	\$108,241,625
Schools (2% School Purpose Borrowing)	21,194,209
Tax Increment Districts	108,494,690
Public Buildings	73,775,061
Streets	72,665,621
Sewers	59,537,318
Police	45,150,064
Water	28,529,743
Finance Real & Personal Property Tax Rec	26,323,406
Local Improvement Projects/Special Ass	20,782,697
Blight Elimination/Urban Renewal	19,986,730
Parking	15,028,090
Fire	13,831,653
Bridges	12,935,220
Library	8,703,689
FMIS Replacement	7,593,000
Playground/Rec Facilities	7,306,909
Harbor	4,042,415
Municipal Expenses	1,750,000
Grant & Aid Improvements City Share	385,092
Economic Development	283,544
Industrial Land Bank	141,770
Milwaukee Exposition and Conv Center	67,875
Resource Recovery	46,073
Lakefront Development	17,715
	<hr/>
Total	<u>\$656,814,209</u>

GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS

The following indicates the annual requirements of principal and interest on the general obligation debt of the City.

	Total G.O. Debt Service as of 11/15/2005	Series 2005 N9 and B10			This issue of G.O. Bonds		Total Requirements After Issuance
		N9 Notes	B10 Bonds	Interest ⁽¹⁾	Bonds	Interest ⁽¹⁾	
2005	\$12,387,470						\$12,387,470
2006	112,549,935			\$1,381,250		\$1,250,000	115,181,185
2007	97,444,266	\$1,915,000		1,902,125		1,250,000	102,511,391
2008	90,124,095	2,480,000		1,792,250		1,250,000	95,646,345
2009	79,304,919	2,500,000		1,667,750		1,250,000	84,722,669
2010	73,168,654	2,520,000		1,542,250		1,250,000	78,480,904
2011	65,222,725	2,545,000		1,415,625		1,250,000	70,433,350
2012	58,737,486	2,570,000		1,287,750		1,250,000	63,845,236
2013	52,716,499	2,595,000		1,158,625		1,250,000	57,720,124
2014	45,668,254	2,625,000		1,028,125		1,250,000	50,571,379
2015	39,186,485	2,650,000		896,250		1,250,000	43,982,735
2016	33,918,423		\$2,510,000	767,250		1,250,000	38,445,673
2017	29,063,875		2,545,000	640,875		1,250,000	33,499,750
2018	23,114,015		2,580,000	512,750		1,250,000	27,456,765
2019	16,695,506		2,615,000	382,875		1,250,000	20,943,381
2020	12,242,319		2,655,000	251,125		1,250,000	16,398,444
2021	7,310,875		2,695,000	117,375	\$5,000,000	1,031,250	16,154,500
2022	6,893,500		1,000,000	25,000	5,000,000	781,250	13,699,750
2023	4,955,000			0	5,000,000	531,250	10,486,250
2023	0			0	5,000,000	281,250	5,281,250
2025	0			0	5,000,000	31,250	5,031,250
	<u>\$860,704,301</u>	<u>\$22,400,000</u>	<u>\$16,600,000</u>	<u>\$16,769,250</u>	<u>\$25,000,000</u>	<u>\$21,406,250</u>	<u>\$962,879,801</u>

⁽¹⁾ Assumes an interest rate of 5.00% on the G.O. Bonds..

TRENDS OF GENERAL OBLIGATION DEBT

The following table indicates the general obligation debt of the City outstanding on December 31st of the year shown.

<u>DEC. 31</u>	<u>GENERAL OBLIGATION DEBT OUTSTANDING²</u>	<u>DEBT SERVICE FUND BALANCE¹</u>		<u>DEBT LESS DEBT SERVICE FUND BALANCE</u>
		<u>ALLOCATED TO SPECIFIC ISSUES³</u>	<u>UNALLOCATED⁴</u>	
2000	\$605,239,921	\$ 9,623,007	\$20,812,993	\$574,803,921
2001	643,382,647	13,391,189	28,745,811	601,245,647
2002 ⁵	659,548,890	14,526,317	3,021,809	642,000,763
2003 ⁵	660,081,448	22,503,385	12,192,196	625,385,866
2004 ⁵	672,642,303	23,707,300	10,625,595	638,259,408

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¹ The allocation of the Debt Service Fund balances to specific issues is based upon the debt service due for Tax Increment Districts, Parking, Special Assessment, Water and Delinquent Tax borrowings as a portion of total debt service. (For further information regarding debt service due for Tax Increment Districts, please see "TAX INCREMENT DISTRICT FINANCING.")

² Includes amounts borrowed for Tax Increment District Program, Parking Program, financing of special assessments, delinquent taxes and water purposes. See "TRENDS OF SELF SUSTAINING GENERAL OBLIGATION DEBT" on the following page for additional information.

³ From Provision for Future Maturities - Principal and Interest.

⁴ From Debt Service Fund Revenues.

⁵ Beginning with 2002, the portion of the Debt Service Fund needed to pay interest on certain self supporting debt has been excluded from the balance.

TRENDS OF SELF-SUSTAINING GENERAL OBLIGATION DEBT
SELF-SUSTAINING GENERAL OBLIGATION DEBT⁽¹⁾

<u>DATE</u>	GENERAL OBLIGATION DEBT LESS DEBT SERVICE <u>BALANCE⁽²⁾</u>	TID PROGRAM ⁽³⁾	PARKING PROGRAM	SPECIAL ASSESSMENTS ⁽⁴⁾	DELINQUENT TAXES ⁽⁵⁾	WATER	TOTAL SELF SUSTAINING DEBT	NET GENERAL OBLIGATION DEBT LESS SELF- SUSTAINING DEBT ⁽⁶⁾
12/31/2000	\$584,426,928	\$66,078,454	\$26,981,616	\$26,299,555	\$21,225,000	\$52,611,050	\$193,195,675	\$391,231,253
12/31/2001	614,636,836	85,095,889	25,557,046	23,882,153	22,430,000	47,857,943	204,823,031	409,813,805
12/31/2002	656,527,080	92,727,110	22,588,922	21,291,451	22,645,000	42,488,920	201,741,403	454,785,677
12/31/2003	647,889,251	88,436,381	19,635,246	24,837,384	24,190,000	37,808,589	194,907,600	452,981,651
12/31/2004	661,966,708	98,051,013	16,612,840	22,824,289	26,260,000	32,800,701	196,548,843	465,417,865

- (1) The City defines “Self-Sustaining General Obligation Debt” to include any general obligation debt previously issued whose debt service requirements are currently met with current non-Citywide property tax revenues.
- (2) Unallocated portion only. Allocated Debt Service Fund Balance relates to “Self-Sustaining” Debt categories detailed above.
- (3) See “TAX INCREMENT DISTRICT FINANCING” herein for additional information.
- (4) The Public Debt Commission, as one of its statutory mandates, oversees the portion of the Public Debt Amortization Fund used annually to prepay outstanding debt. The Commissioners of the Public Debt have reserved a portion of this Fund sufficient to make principal and interest payments for all outstanding special assessments purpose debt service to maturity.
- (5) Debt service on securities used to fund delinquent tax is offset completely by remitted delinquent tax payments.
- (6) General Obligation Debt less unallocated Debt Service Balance and less Self-Sustaining Debt on a per capita basis is as follows:

<u>DATE</u>	<u>DEBT PER CAPITA</u>
12/31/2000	\$646.05
12/31/2001	688.17
12/31/2002	763.12
12/31/2003	762.70
12/31/2004	783.64

**RATIO OF GENERAL OBLIGATION DEBT
TO EQUALIZED AND ASSESSED VALUES AND TO PER CAPITA
AND PER CAPITA INCOMES**

DATE	POPULATION ⁽¹⁾	NET EQUALIZED VALUATION ⁽²⁾	ASSESSED VALUATION	NET GENERAL OBLIGATION DEBT ⁽³⁾	NET GENERAL OBLIGATION DEBT/EQUALIZED VALUATION ⁽⁴⁾	NET GENERAL OBLIGATION DEBT/ASSESSED VALUATION	NET GENERAL OBLIGATION DEBT PER CAPITA ⁽⁴⁾	PER CAPITA INCOME	NET G.O. DEBT PER CAPITA/PER CAPITAL INCOME
12/31/2000	605,572	\$17,344,251,400	\$17,582,994,597	\$574,803,921	3.31%	3.27%	\$ 949.19	\$14,170	6.70%
12/31/2001	595,508	19,453,830,200	17,699,784,394	601,245,647	3.09	3.40	1,009.63	14,147	7.14
12/31/2002	595,958	20,298,387,000	19,866,255,215	642,000,763	3.16	3.23	1,077.26	13,420	8.03
12/31/2003	595,245	21,730,754,000	21,009,517,241	625,385,866	2.88	2.98	1,050.64	13,680	7.68
12/31/2004	593,920	23,491,773,700	22,772,419,500	638,259,408	2.72	2.80	1,074.66	N/A	N/A

(1) The population figures are derived through estimates from the Wisconsin Department of Revenue population used in the distribution of State Shared Revenues.

(2) Sources Wisconsin Department of Revenue, Bureau of Property and Utility Tax.

(3) See - "TRENDS OF GENERAL OBLIGATION DEBT" herein.

(4) The Public Debt Amortization Fund may be used to acquire debt prior to maturity. Assuming the year-end unsegregated fund balance had been applied in this manner to debt in 2000 through 2004, the following results would have occurred:

DATE	DEBT PERCENTAGE OF EQUALIZED VALUE	DIRECT DEBT PER CAPITA
12/31/2000	3.06%	\$ 877.44
12/31/2001	2.86	936.33
12/31/2002	2.94	1,002.87
12/31/2003	2.67	976.44
12/31/2004	2.52	998.71

**COMPUTATION OF NET DIRECT AND OVERLAPPING DEBT
NOVEMBER 15, 2005**

Governmental Unit	Debt Outstanding As of November 15, 2005	Approximate Percentage Applicable	Milwaukee's Share of Debt As of November 15, 2005
City of Milwaukee ⁽¹⁾	\$625,710,000	100.00%	\$625,710,000
Area Board of Vocational, Technical and Adult Education, District No. 9	74,165,000	37.91	28,115,952
County of Milwaukee	436,007,238	46.32	201,958,553
Milwaukee Metropolitan Sewerage District ⁽²⁾	675,874,125	48.93	330,705,209
TOTAL NET DIRECT AND OVERLAPPING DEBT	\$1,811,756,363		\$1,186,489,714

- (1) Includes \$129,435,834 general obligation debt outstanding, which financed Milwaukee Public Schools improvements.
- (2) Includes \$390,539,125 of low interest loans from the State of Wisconsin Clean Water Fund, supported by the full faith and credit of the District.

FUTURE FINANCING

The City has \$186,798,568 authorized unissued general obligation debt for various corporate and capital improvement purposes, of which \$13,703,500 may be issued as Sewerage Revenue bonds. The debt can be issued at any time. The 2005 Budget also provides for up to \$300,000,000 of revenue anticipation borrowings, of which \$248,000,000 has been issued and is outstanding. The remaining balance of revenue anticipation borrowings can be issued at any time, but are not anticipated to be issued before the authority expires on December 31, 2005. See "FINANCIAL INFORMATION — CITY CAPITAL IMPROVEMENTS PLAN" herein for information on potential future capital needs.

REVENUE BONDING

The City and City agencies have issued revenue bonds directly and indirectly. Entities which have issued revenue bonds include the Redevelopment Authority and the Housing Authority. Collectively, the bond programs of the Housing and Redevelopment Authorities complement the City financed economic development projects and foster the same development objectives,

Water System Revenue Bonds, Series 1998 — In 1998, the City and the State of Wisconsin entered into a loan agreement under the State of Wisconsin Safe Drinking Water Loan Program. Subsidized loans are available for certain projects, are secured by revenues of the Milwaukee Water Works, and are repayable over a period of 20 years. As of December 31, 2004, the outstanding balance was \$13,745,000.

Sewerage System Revenue Bonds — In 2001, the City created the Sewerage System with the issuance of \$29,095,000 of Sewerage System Revenue Bonds. As of December 31, 2004, total outstanding Sewerage System Revenue Bonds was \$60,945,000 with a final maturity in 2023.

Industrial Revenue Bonding Program — The City has established guidelines relating to its Industrial Revenue Bonding Program. These guidelines establish criteria for IRB financing. The guidelines delineate that the primary goals of this program are additional tax base, additional jobs or both.

Industrial land, buildings, and machinery and equipment used in the manufacturing process and pollution abatement equipment of new or expanding industries are eligible projects. Since the first IRB issue in 1973, the City has closed 125 issues amounting to approximately \$265 million. The City has no responsibility to either secure or redeem IRB debt, and thus neither guarantees nor lends its own credit to these obligations.

Housing Authority of the City of Milwaukee — Most of the Housing Authority bonds and notes are secured by a lien on all revenues of the Housing Authority Low Income Housing Program. The Housing Authority has also issued debt for “stand-alone” projects. The Housing Authority bonds and notes are not a general obligation of the City nor are they guaranteed by the City. As such, they are not backed by the general credit or taxing powers of the City.

Between the period 1983 and December 1, 2004 the Housing Authority issued revenue bonds of approximately \$149 million of which approximately \$12 million are still outstanding.

Redevelopment Authority of the City of Milwaukee — The Redevelopment Authority of the City (the “Redevelopment Authority” or the “Authority”) is a public body corporate and politic formed in 1958 by action of the Common Council of the City pursuant to the Section 66.431 of the Wisconsin Statutes, as supplemented and amended (“Redevelopment Authority Act”).

The Authority has as its purpose the carrying out of blight elimination, slum clearance and urban renewal programs and projects as set forth in the Redevelopment Authority Act, and is authorized under the Redevelopment Authority Act to issue revenue bonds for the financing of such programs and projects and to enter into revenue agreements to provide revenues for the payment of such revenue bonds.

Since its creation, the Authority has provided for the acquisition and improvement of a variety of industrial, commercial, housing and other revenue-producing projects, and, in some instances, has entered into revenue agreements for the financing thereof, pursuant to authorization contained in the Redevelopment Authority Act. In connection with the financing of a number of such projects, the Authority has issued revenue bonds under a number of authorizing resolutions and indentures, each of which contained separate terms and conditions relating to the respective issues of revenue bonds. In each instance, the bonds issued constitute limited obligations of the Authority, and do not constitute an indebtedness of the City or a charge against the City's general credit or taxing power. As of December 31, 2004, the Authority has sold 99 separate issues in the total principal amount of approximately \$935 million. As December 31, 2004 there remained approximately \$551 million outstanding.

The majority of these issues are supported solely by the revenues of the various projects. While in each instance, the bonds issued constitute limited obligations of the Authority, and do not constitute an indebtedness of the City or a charge against the City's general credit or taxing power; there are certain issues which involve contingent liabilities of the Authority and/or the City.

As of December 31, 2004, the Authority had outstanding: one bond issue with \$1,715,000 outstanding secured by a lease with the City; two bond issues with \$41,740,000 outstanding that have a Moral Obligation Pledge of the City; and \$291,684,122 in five bond issues for MPS, one secured by a lease, and four secured by loan agreements, with the Milwaukee Board of School Directors ("MBSD"). On November 17, 2005, the Authority issued \$12,415,000 of bonds for MPS secured by a lease with MBSD. These bonds do not constitute general obligations of the City, or of MBSD, and shall not constitute or give rise to a charge against the City's, or MBSD's, taxing powers. These pledges create only financial obligations of the City, or MBSD, which are subject to annual appropriation. The loan agreement with MBSD includes a pledge of certain state aid payable to MBSD.

The Authority has also issued debt payable from tax increment revenues. See "TAX INCREMENT DISTRICT FINANCING" herein.

Milwaukee Economic Development Corporation — As of December 31, 2004, the Milwaukee Economic Development Corporation funded loans for 899 small businesses and redevelopment projects utilizing \$163 million to leverage a total of \$807.3 million in investment. 603 loans have been enrolled in the Capital Access Program with covered loan amounts totaling \$19.2 million.

The Milwaukee Economic Development Corporation had notes and debentures payable under the Small Business Administration's Section 503 and 504 loan programs in the amount of \$11.9 million as of December 31, 2004.

TAX INCREMENT DISTRICT FINANCING

Five issues of the Redevelopment Authority and Housing Authority involving over \$60 million in bonds have financed projects located within tax increment districts ("TID"). The City has also financed public improvements and provided grants to the Redevelopment Authority for redevelopment purposes within such Districts through the issuance of its general obligation bonds. As of May 1, 2005, \$113,464,415 general obligation bonds for TID purposes was outstanding. Under current laws, tax increments received by the City have been calculated based upon the assessed

valuation and the applicable tax levy in the tax increment district. The applicable tax levy includes the public school tax levy rate for Milwaukee Public Schools.

The Redevelopment Authority of the City has approximately \$42 million of debt secured by tax increment revenues. One of those issues, in the approximate amount of \$20 million, has the moral obligation of the City. The remaining debt is owed to developers of projects within the TID, with no recourse to the City in the event that tax increment revenues are insufficient to repay the obligations. In 1996, the Wisconsin Legislature passed a property tax relief measure which increased the portion of statewide school revenues funded by State equalization aid to two-thirds from approximately one-half of all funds' budgets. The 2005 Assessed Tax Rate for Milwaukee Public Schools is \$8.17 per thousand dollars of assessed value, down from \$15.70 in 1995 (amounts are net of the school state tax credit). As a result, tax increment revenues for certain TIDs received by the City have been, and are expected to continue to be, reduced, and therefore have the impact of either increasing the time needed to recover incurred project costs, including future debt service requirements; reducing the funding of active and proposed TIDs; or may require the City to fund TIDs cash flow deficiencies with other City revenues. In connection with the change in the school aid formula, the State Legislature extended the allowable life of all TIDs established before October 1, 1995 from a maximum 23 years to a maximum 27 years to accommodate the lower school property tax rate. Pursuant to 2003 Wisconsin Acts 126, 127, 194 and 231 (enacted in February through April 2004), the allowable life of TIDs created between September 30, 1995 and October 1, 2004 for blight elimination and rehabilitation purposes is 27 years. The maximum lives for TIDs created after September 30, 2004 is 27 years for blighted and rehabilitation TIDs, and 20 years for mixed-use TIDs and industrial TIDs (which, for industrial TIDs represents a reduction from 23 years, though the new law also makes them eligible for a three-year extension). Extensions are available under certain circumstances. In any year in which total TID debt service requirements for the ensuing year are greater than total tax increments received, the shortfall is funded by the general property tax levy.

FINANCIAL INFORMATION

BUDGETING

Each department and agency prepares its own detailed estimate of needs for the ensuing fiscal year which is filed with the Mayor not later than the second Tuesday in May of each year, at which time the Comptroller submits his statement of anticipated non-property tax revenues in accordance with City Charter provisions. Under the City Charter, changes to these non-property tax revenue estimates can be made only by the Comptroller. The Mayor holds hearings on departmental spending requests during July and August at the times and places the Mayor or Common Council by ordinance directs. The Mayor submits a proposed budget to the Common Council on or before September 28th of each year. This budget includes the Comptroller's anticipated non-property tax revenues. Subsequent to receipt of the budget by the Common Council, its Committee on Finance and Personnel reviews the Mayor's proposed expenditure budget. The Mayor and Common Council hold a public hearing on the entire budget no later than the 30th day of October. The Common Council subsequently adopts a property tax levy, but cannot change the Comptroller's anticipated revenues budget. The final budget must be adopted by the 14th of November. The City is under no State or local levy limit strictures with respect to its General, Capital or Debt Service Funds.

CITY CAPITAL IMPROVEMENT PLAN

The City's 2004-2009 Capital Improvements Plan (CIP) describes planned capital improvement projects and programs, together with proposed financing. School purpose improvements are financed by the City for the Milwaukee Public Schools, but are not included in the CIP.

The six-year City CIP municipal spending plan totals \$1,153 million. About \$986 million or 85 percent of planned municipal and school purpose spending is intended to preserve the City's existing infrastructure facilities (streets, sewers, alleys, bridges, etc.). The remaining 15 percent is for expansion purposes. In addition, the City has historically provided \$12 million per year towards capital improvements for the Milwaukee Public Schools (school purpose borrowing) for a six-year total CIP of \$1,225 million.

Surface transportation accounts for approximately 26% of the CIP, or about \$294 million. 26% (\$300 million) is planned for environmental projects including sewer and water improvements plus forestry and subsurface remediation projects. \$141 million of capital spending (12%) is planned for economic development projects. These projects are mainly Tax Incremental District related or Port of Milwaukee capital improvements. The remaining 36 percent (\$418 million) is planned for general governmental, health & safety, grant and aid, culture and recreation purposes. All \$12 million of annual school spending is dedicated to deferred maintenance, repairs and remodeling projects, including \$2 million per year of Americans with Disabilities Act (ADA) accessibility projects.

The portion of the \$1,153 million six-year CIP to be financed by the property tax levy totals about \$539 million (47%). This in turn is composed of direct tax levy funding of \$104 million (9%) and tax levy supported debt financing of \$435 million (38%). Cash revenues including Federal and State grants, developer financing and other sources, total \$235 million (20%) of planned CIP spending. An additional \$78 million (7%) is to be financed by City debt to be repaid with tax increment and other revenues. The remaining \$301 million (26%) of the municipal purpose CIP is to be financed by self-supported debt issued for special assessments, water, sewer and parking purposes. Of the \$12 million per year of school purpose borrowing, \$10 million is typically tax levy supported debt, and \$2 million is ADA reimbursable debt.

The Adopted 2005 Capital Improvements Budget totals \$205 million compared to a 2004 Budget of \$216 million. These amounts include the \$12 million per year of school purpose borrowing. Major categories include \$99 million of public works projects (streets, buildings, etc.), \$42 million of water and sewer projects, and \$27 million of economic development projects.

ADOPTED BUDGET – COMBINED REVENUES – 2005

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ENTERPRISE	TOTAL
Taxes						
Property Tax – General	\$93,839,022	1,000,000	\$52,941,522	\$10,119,425		\$157,899,969
Provision for Empl Retirement	40,091,374	—	—	—		40,091,374
Common Council Contingent Fund	5,000,000					5,000,000
Total Taxes	\$138,930,396	\$1,000,000	\$52,941,522	\$10,119,425	\$0	\$202,991,343
Revenues						
Taxes						
Licenses and Permits	12,559,200	—	—	—	—	12,559,200
Intergovernmental Revenues	10,230,550	—	—	—	—	10,230,550
Charges for Service	272,544,100	81,360,664	—	—	—	353,904,764
Fines and Forfeitures	84,676,839	—	—	—	—	84,676,839
Miscellaneous Revenues	5,213,000	—	—	—	—	5,213,000
Cost Recovery	25,555,695	9,500,000	—	—	15,210,000	50,265,695
Fringe benefits	10,000	—	—	—	—	10,000
Solid Waste Fund	16,739,500	—	—	—	—	16,739,500
Parking	—	—	—	—	—	—
Water Works	—	—	—	—	21,363,369	21,363,369
Sewer Maintenance Fund	—	—	—	—	78,624,322	78,624,322
Retained Earnings	—	—	—	—	31,426,441	31,426,441
Sinking Fund	—	—	69,770,143	—	33,806,229	33,806,229
Special Assessments	—	—	—	—	—	69,770,143
Capital Revenue	—	5,388,818	—	3,895,050	—	9,283,868
	—	—	—	14,200,000	—	14,200,000
Total Revenues	\$427,528,884	\$96,249,482	\$69,770,143	\$18,095,050	\$180,430,361	\$792,073,920
Tax Stabilization						
Transfer from Reserves	16,621,000	—	—	—	—	16,621,000
Sale of Bonds and Notes						
Bonds and Notes				66,667,446	23,906,000	90,573,446
Grand Total	\$583,080,280	\$97,249,482	\$122,711,665	\$94,881,921	\$204,336,361	\$1,102,259,709

(1) Includes employer and employee pension contributions and City employers' share of FICA.

(2) For budgeting purposes, Fringe Benefits are used as an offset against expenditures since these costs are budgeted twice, both as a lump sum and as individual departmental expenditures.

ADOPTED BUDGET—COMBINED APPROPRIATIONS – 2005

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ENTERPRISE	TOTAL
Administration, Dept of	\$7,171,555	—	—	—	—	\$7,171,555
Assessor's Office	4,139,804	—	—	—	—	4,139,804
City Attorney	6,185,158	—	—	—	—	6,185,158
City Treasurer	2,707,895	—	—	232,160	—	2,940,055
Common Council — Clerk	7,097,667	—	—	—	—	7,097,667
Municipal Court	3,120,575	—	—	—	—	3,120,575
Comptroller	6,140,809	—	—	—	—	6,140,809
Dept of City Development	3,219,144	—	—	26,650,000	—	29,869,144
Election Commission	1,090,490	—	—	—	—	1,090,490
Employee Relations, Dept of	5,188,291	—	—	—	—	5,188,291
Fire Department	88,404,023	—	—	5,060,000	—	93,464,023
Fire and Police Commission	—	—	—	—	—	—
Health Department	12,565,109	—	—	1,028,500	—	13,593,609
Library Board	20,627,107	—	—	1,700,000	—	22,327,107
Mayor's Office	1,050,410	—	—	—	—	1,050,410
Neighborhood Services	12,945,618	—	—	—	—	12,945,618
Police Department	185,962,917	—	—	2,400,000	—	188,362,917
Port of Milwaukee	3,557,378	—	—	725,000	—	4,282,378
Public Debt Commission	—	—	—	—	—	—
DPW-Administration	4,610,376	—	—	625,000	—	5,235,376
DPW-Infrastructure	21,482,735	—	—	20,962,463	—	42,445,198
DPW-Operations	71,264,031	—	—	25,173,798	—	96,437,829
Water Works	—	—	—	—	102,222,241	102,222,241
Sewer Maintenance Fund	—	—	—	—	54,529,316	54,529,316
Special Purpose Accounts	140,531,639	—	—	—	—	140,531,639
Pension Funds	64,688,277	—	—	—	—	64,688,277
Debt Service — City	—	—	107,075,114	—	—	107,075,114
Debt Service — Schools	—	—	15,636,551	—	—	15,636,551
Contingency	5,000,000	—	—	—	—	5,000,000
Delinquent Tax Fund	—	10,500,000	—	—	—	10,500,000
Parking	—	—	—	—	47,584,804	47,584,804
Grant & Aid Fund	—	81,360,664	—	—	—	81,360,664
Special Capital Projects	—	—	—	10,325,000	—	10,325,000
Economic Development	—	5,388,818	—	—	—	5,388,818
Fringe Benefit Offset ⁽¹⁾	(95,670,728)	—	—	—	—	(95,670,728)
Grand Total	\$583,080,280	\$97,249,482	\$122,711,665	\$94,881,921	\$204,336,361	\$1,102,259,709

- (1) For budgeting purposes, Fringe Benefits are used as an offset against expenditures since these costs are budgeted twice, both as a lump sum and as individual departmental expenditures.

BUDGETARY COMPARISON SCHEDULE — GENERAL FUND
FOR THE YEARS ENDING DECEMBER 31, 1999 THROUGH 2004
(Thousands of Dollars)

REVENUES:	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Property Taxes	\$98,456	\$118,804	\$114,096	\$126,749	\$129,120
Other Taxes	12,808	12,688	2,944	4,318	3,563
Licenses and Permits	10,154	10,485	10,814	10,883	11,530
Intergovernmental	278,434	278,969	283,068	284,565	273,865
Charges for Services	45,383	54,594	57,749	55,714	60,825
Fines and Forfeitures	18,036	4,408	5,210	6,115	5,647
Other	<u>14,358</u>	<u>12,408</u>	<u>8,706</u>	<u>7,814</u>	<u>8,108</u>
TOTAL GENERAL FUND REVENUES	<u>\$477,629</u>	<u>\$492,356</u>	<u>\$482,587</u>	<u>\$496,158</u>	<u>\$492,658</u>
Tax Stabilization Fund					
Withdrawals	11,250	5,500	11,000	9,300	16,870
Other Financing Sources and Equity Transfers (Net)	<u>18,647</u>	<u>24,324</u>	<u>29,681</u>	<u>32,791</u>	<u>34,913</u>
TOTAL GENERAL FUND REVENUES TAX STABILIZATION FUND					
WITHDRAWALS AND OTHER FINANCING SOURCES	<u>\$507,526</u>	<u>\$522,180</u>	<u>\$523,268</u>	<u>\$538,249</u>	<u>\$544,441</u>
EXPENDITURES:					
General Government	\$157,15	\$162,628	\$158,645	\$165,270	179,542
Public Safety	220,879	209,521	211,163	239,698	231,371
Public Works	100,696	87,453	88,094	86,335	89,562
Health	11,363	11,237	10,552	10,677	10,724
Culture and Recreation	17,584	16,948	18,791	17,165	17,822
Conservation and Development	<u>7,502</u>	<u>7,922</u>	<u>7,857</u>	<u>3,833</u>	<u>3,495</u>
TOTAL EXPENDITURES	<u>\$515,639</u>	<u>\$49,709</u>	<u>\$495,102</u>	<u>\$522,978</u>	<u>\$532,516</u>
SOURCES OVER (UNDER) EXPENDITURES	(\$8,113)	\$26,471	\$28,166	\$15,271	11,925
Fund Balance-January 1 (excludes reserved for use during the year)	55,085	40,465	57,844	76,710	75,111
Net Residual Equity Transfers	<u>(7)</u>	<u>1,908</u>	<u>0</u>	<u>0</u>	<u>0</u>
Fund Balance – December 31	<u>\$46,965</u>	<u>\$68,844</u>	<u>\$86,010</u>	<u>\$91,981</u>	<u>\$87,036</u>
Fund Balance Components:					
Reserved for Encumbrances & Carryovers	\$8,886	\$22,460	\$46,585	\$33,000	30,288
Reserved for Inventory	6,014	5,678	5,801	5,190	5,684
Reserved for Mortgage Trust	281	281	276	276	282
Reserved for Environmental Remediation	304	303	303	303	303
Reserved for Next Year's Budget	5,500	11,000	9,300	16,870	16,621
Reserved for Subsequent Years' Budget	<u>25,980</u>	<u>29,122</u>	<u>33,745</u>	<u>36,342</u>	<u>33,858</u>
TOTAL FUND BALANCE	<u>\$46,965</u>	<u>\$68,844</u>	<u>\$86,010</u>	<u>\$91,981</u>	<u>\$87,036</u>

YEAR 2004 GENERAL FUND RESULTS (BUDGET BASIS)

Please see the appendices for audited financial statements for the General Fund. The City General Fund balance of Tax Stabilization reserves, on a budget basis, totaled \$50.5 million at the end of 2004, or about 8.7 percent of 2005 General Fund expenditures. This compares to \$53.2 million (9.3% of expenditures) at December 31, 2003. Total Fund balance at December 31, 2004 is \$87.0 million compared to \$92.0 million at December 31, 2003.

Overall, General Fund Revenues and Other Sources for 2004 exceeded expenditures by \$11.9 million, or 2.2 percent.

Total Revenues and Other Sources increased by \$6.2 million (1.2%) in 2004. Increases include: \$7.6 million in tax stabilization fund withdrawals, \$5.1 million in charges for service, \$2.4 million in property taxes, \$2.1 million in other financing sources and net equity transfers, \$0.6 in licenses and permits, and \$0.3 million in other revenues. Decreases in revenues include: \$10.7 million in intergovernmental revenues, \$0.8 million in other taxes, and \$0.5 million in fines and forfeitures.

Total General Fund Expenditures increased by \$9.5 million (1.8%) in 2004. The major increase was \$14.3 million in general government. The primary causes of the increase were healthcare costs and reimbursed pension fund contributions. Other increases were \$3.2 million for public works, and \$0.7 million for culture and recreation. Expenditures declined for public safety by \$8.3 million, and conservation and development by \$0.4 million.

Regarding the components of General Fund Balance, the major changes were a \$2.7 million decline in reserved for encumbrances & carryovers, and a \$2.5 million decline in reserved for subsequent year's budget. Other changes were a \$0.5 million increase in inventory, and a \$0.3 million decrease in reserved for next year's budget.

Since 2000, General Fund Revenues and Other Sources have grown at an average of about 1.8 percent annually. Intergovernmental Aids remain the major funding source for the General Fund providing 50 percent of total sources. This compares to 55 percent in 2000. Property taxes comprised about 24 percent of total sources in 2005 versus 19 percent in 2000.

General Fund expenditures have grown at an average 0.8 percent annually since 2000. Because of large retroactive wage settlements every 2 years (see "The City—Employee Relations") it is difficult to make year-over-year comparisons. Over the past 5 years, the two largest categories, General Government and Public Safety have grown an average of 3.3% and 1.2% per year respectively. General Government has grown from 31% of General fund expenditures in 2000 to 34% in 2004. Public Safety has fluctuated, but remains about 43% of General Fund expenditures in 2000 and 2004.

Regarding changes in General Fund Equity, the amount reserved for subsequent years' budget has grown from \$26.0 million in 2000 to \$33.9 million in 2004.

For information regarding City debt levels and related debt factors, see "DEBT STRUCTURE".

**CITY OF MILWAUKEE
ASSESSED AND EQUALIZED VALUATIONS**

<u>REAL PROPERTY</u>	<u>YEAR 2000 FOR 2001 PURPOSES</u>	<u>YEAR 2001 FOR 2002 PURPOSES</u>	<u>YEAR 2002 FOR 2003 PURPOSES</u>	<u>YEARS 2003 FOR 2004 PURPOSES</u>	<u>YEAR 2004 FOR 2005 PURPOSES</u>
Residential	\$10,292,622,989	\$10,358,670,619	\$12,027,394,755	\$12,938,633,380	\$14,301,661,916
Industrial (Manufacturing)	741,471,600	717,830,700	765,130,300	729,858,200	733,599,500
Mercantile (Commercial)	5,612,521,788	5,716,180,475	6,176,332,500	6,493,804,441	6,903,490,064
Total Real Property	\$16,646,616,377	\$16,792,681,794	\$18,968,857,555	\$20,162,296,021	\$21,938,751,480
Personal Property	936,378,220	907,102,600	897,397,660	847,221,220	833,668,020
Total Assessed Valuations	<u>\$17,582,994,597</u>	<u>\$17,699,784,394</u>	<u>\$19,866,255,215</u>	<u>\$21,009,517,241</u>	<u>\$22,772,419,500</u>
Equalized Valuation as determined by the State Department of Taxation is the basis used in computing the 7% statutory debt limitation of the City of Milwaukee	\$17,344,251,400	\$19,453,830,200	\$20,275,936,700	\$21,730,754,000	\$23,491,773,700
Ratio of Assessed to Equalized Valuation	101.40%	91.00%	98.00%	96.68%	96.94%

**CITY OF MILWAUKEE
ASSESSED TAX RATES
(PER \$1,000 OF ASSESSED VALUATION)**

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Unit of Government					
City Government ⁽¹⁾	\$10.49	\$10.87	\$10.15	\$9.73	\$9.19
Milwaukee Public Schools	9.87	10.12	9.34	8.96	9.40
Milwaukee County	5.66	6.13	5.40	5.15	4.91
Milwaukee Area Technical College	2.00	2.23	2.05	2.04	2.00
Milwaukee Metropolitan Sewerage District	1.68	1.87	1.74	1.64	1.59
Gross Tax Rate Per \$1,000	\$29.70	\$31.22	\$28.68	\$27.52	\$27.09
Less: State Tax Credit	1.69	1.66	1.43	1.35	1.23
Net Tax Rate	<u>\$28.01</u>	<u>\$29.56</u>	<u>\$27.25</u>	<u>\$26.17</u>	<u>\$25.86</u>

(1) Includes School Debt Service (\$0.59 in 2005).

**CITY OF MILWAUKEE
PROPERTY TAX LEVIES AND COLLECTIONS ⁽¹⁾
(THOUSANDS OF DOLLARS)**

COLLECTION YEAR	TOTAL TAX LEVY	CURRENT TAX COLLECTION		DELINQUENT TAX COLLECTIONS ⁽²⁾	TOTAL TAX COLLECTIONS		OUTSTANDING DELINQUENT TAXES
		AMOUNT	% OF LEVY		AMOUNT	% OF LEVY	
2000	\$324,794	\$311,022	95.760%	\$11,288	\$322,310	99.236%	\$24,053
2001	368,371	355,575	96.526	14,805	370,380	100.545	22,043
2002	382,873	369,125	96.409	13,926	383,051	100.046	21,865
2003	398,220	383,064	96.194	12,401	395,465	99.308	24,620
2004	404,892	390,930	96.552	14,676	405,606	100.177	23,905

(1) Includes overlapping portion from all taxing bodies. City portion is approximately 35% of the dollar amounts shown.

(2) Includes amounts from any prior year collected in that year.

COLLECTION PROCEDURES

If no payment of property taxes is received in January, the taxes become delinquent as of February 1. If the taxes are not paid when due under the 10-month installment plan, they become delinquent for legal purposes on November 15.

A letter is mailed to the taxpayer shortly after February 1st, telling of the delinquency and suggesting partial payments if full payment cannot be made. As directed by Chapter 74 of the Wisconsin Statutes, as supplemented and amended, interest at the rate of one percent per month is charged from the preceding January 1st. Periodic follow-up letters continue to be mailed.

Taxpayers are given every opportunity to pay their delinquent taxes and satisfactory agreements are arranged to bring this about. If a property owner continues to remain delinquent and the Treasurer's Office is unable to reach an arrangement by which the owner will pay the taxes, the Treasurer's Office starts foreclosure proceedings. The City enforces its own delinquent tax collections.

Taxes are foreclosed under Section 75.521 of the Wisconsin Statutes, as supplemented and amended, which permits a legal action to be commenced one year from the date of delinquency. An exception to this provision is that legal action on owner occupied dwellings may be deferred up to two years if authorized by Common Council action.

The rate of current tax collections continues at this historically high level. Current collections for 2004 were approximately 97.59 percent of the total tax levied.

INSURANCE

The City has property insurance with the State of Wisconsin Local Government Property Insurance Fund. This insurance is subject to a \$25,000 deductible. The City is uninsured for liability. Under Wisconsin law, the City's exposure in tort liability is limited to \$50,000 in non-automobile cases and \$250,000 in automobile cases. The City does carry a wharfinger's liability policy on its port with coverage up to \$10 million and a deductible of \$500,000. The City follows a policy of requiring contract service providers to provide the City with indemnification and insurance as may be deemed appropriate by the City.

PENSION SYSTEM

EMPLOYEES' RETIREMENT SYSTEM

The Employees' Retirement System ("*System*") of the City is established pursuant to Section 36 of the Milwaukee City Charter.

Membership in the System consists of specified classes of part-time and all full-time municipal employees including elected officials. Persons employed as teachers are specifically excluded from membership. Membership in the System totals approximately 12,200 active and 3,550 vested, inactive members at December 31, 2004. There were approximately 10,700 retirees and beneficiaries receiving benefits as of December 31, 2004.

Funding of the System, a defined benefit plan, is derived from employee and employer contributions. Current employee contributions to the System are based on a percentage of compensation as follows:

General Municipal ⁽¹⁾	5.5%
Elected Officials	7.0%
Police	7.0%
Fire	7.0%

- (1) Including non-certified School Board, Milwaukee Area Technical College, and all Milwaukee Metropolitan Sewerage District and Wisconsin Center employees.

The City pays the employee's share of the pension contributions as well as the employer's share of pension contributions which are actuarially determined based upon normal cost and amortization of past service liability. The actuarial cost method for determining these items was changed from the "aggregate cost method" to the "projected unit credit method" as of January 1, 1995.

For the year ended December 31, 2004, the latest year for which audited figures are available, required member contributions totaled \$31 million and required employer contributions totaled \$46,000. Approximately 73% of these contributions were for requirements of the City of Milwaukee employees. The original cost of fund investments totaled \$3.275 billion with a corresponding market value of \$4.345 billion or 133% of the original cost at December 31, 2004.

The Milwaukee City Charter requires that an actuarial study of the System be performed at least once every five (5) years for the purpose of reviewing assumptions. The last actuarial study was completed by Buck Consultants covering experience from January 1, 1997 to December 31, 2001.

The latest actuarial valuation was as of January 1, 2005. The valuation reveals the System continues to remain actuarially sound.

The Governmental Accounting Standards Board (GASB) Statement No. 25 Disclosure of "Schedule of Funding Progress" indicates an Actuarial Value of Assets of \$4.113 billion as of January 1, 2005 and an Actuarial Accrued Liability of \$3.523 billion as of that date. This results in a Funded Ratio of 116.7%.

FIREMEN'S ANNUITY AND BENEFIT FUND

The Firemen's Annuity and Benefit Fund was established in 1923 pursuant to Chapter 423 of the 1923 Laws of Wisconsin. In 1947, the Firemen's Annuity and Benefit Fund was closed to new entrants. The final pre-1947 member retired in 1989.

The Principal Mutual Life Insurance Company made a proposal to provide annuities guaranteeing benefit payments to entrants and widows, exclusive of duty disability benefits, beginning in February 1990 in consideration of a single premium payment on January 31, 1990, in the amount of \$20,419,207. The Retirement Board of the Firemen's Annuity and Benefit Fund and the Common council authorized acceptance of the proposal and payment of the required premium on December 19, 1989. The Retirement Board and the Firemen's Annuity and Benefits Fund ceased to exist. The City will be liable to pay retirement benefits if the insurance company defaults on its obligations under then policy.

POLICEMEN'S ANNUITY AND BENEFIT FUND

The Policemen's Annuity and Benefit Fund is established pursuant to section 35 of the Milwaukee City Charter.

Membership in the Policemen's Annuity and Benefit Fund consists of all Police Department employees whose service commenced prior to July 29, 1947. At January 31, 2005 there were no active members and approximately 193 retired members or survivors receiving payment.

Current funding is derived from employer contributions. There is an unfunded past service liability for the Policemen's Annuity and Benefit fund at year-end 2004 in the amount of \$1,930,535 per the Policemen's Annuity and Benefit Fund's Annual Actuarial Statement dated December 31, 2004.

Assets of the Policemen's Annuity and Benefit Fund at December 31, 2004, totaled \$5,281,524 per Actuary Gucciardi Benefit Resources report of December 31, 2004.

In May 2005, the Board of the Policemen's Annuity benefit Fund approved an increase in benefits effective January 2006. The proposal has been sent to the Common Council for approval. If approved as proposed, the increase in benefits will increase the unfunded past service liability by an estimated \$600,000. The proposed also includes provisions to extend the amortization period of unfunded past service liability from 5 years to 10 years.

INVESTMENT POLICIES

The City may invest any of its funds not immediately needed in accordance with Section 66.0603 of the Wisconsin Statutes. The City, through Common Council Resolution 930358, adopted July 6, 1993, has instructed the City Treasurer to invest City funds, including Milwaukee Public Schools (MPS) funds, in: (a) Certificates of Time Deposit at approved public depositories limited to the equity capital or net worth of the financial institution with collateralization required when total deposits at any institution exceed \$500,000; (b) Repurchase Agreements with public depository institutions; (c) the State of Wisconsin Local Government Investment Pool; (d) U.S. Treasury and Agency instruments; and (e) commercial paper which has a rating in the highest or second highest rating category assigned by Standard & Poor's Ratings Group, Moody's Investors Service, Inc., or some other similar nationally recognized rating agency.

To the extent possible, the City Treasurer attempts to match investments with anticipated cash flow requirements. No limits have been placed on how much of the portfolio can be invested in any of the above investment categories.

The State of Wisconsin Investment Board ("*SWIB*") provides the Local Government Investment Pool as a subset of the State Investment Fund (the "*Fund*"). The Local Government Investment Pool includes deposits from elective participants consisting of over 1,000 municipalities and other public entities. The Fund also consists of cash balances of participants required to keep their cash balances in the Fund. These required participants include the State General Fund, State agencies and departments and Wisconsin Retirement System reserves. The Local Government Investment Pool portion of the Fund is additionally secured as to credit risk.

The Local Government Investment Pool is a local option City depository. The City utilizes the Local Government Investment Pool in a manner similar to a "money market" account. When other investment options provide more favorable results, such options are utilized. As of January 31, 2005, the City had approximately 29.7% (\$148.6 million) of its and MPS's investments deposited in the Local Government Investment Pool.

SWIB invests the assets of the Fund, which includes assets of the Local Government Investment Pool. Overall policy direction for SWIB is established by an independent, eight-member Board of Trustees (the "*Trustees*"). The Trustees establish long-term investment policies, set guidelines for each investment portfolio and monitor investment performance.

The objectives of the Fund are to provide (in order of priority) safety of principal, liquidity, and a reasonable rate of return. The Fund includes retirement trust funds cash balances pending longer-term investment by other investment divisions. The Fund also acts as the State's cash management fund and provides the State's General Fund with liquidity for operating expenses. The Fund is strategically managed as a mutual fund with a longer average life than a money market fund. This strategic advantage is made possible by the mandatory investment of State funds for which the cash flow requirements can be determined significantly in advance. Because of the role played by the Fund, the cash balances available for investment vary daily as cash is accumulated or withdrawn from various funds.

A copy of SWIB's annual report may be obtained by submitting a written request to the State of Wisconsin Investment Board, P.O. Box 7842, Madison, Wisconsin 53707-7842.

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APPENDIX B

**AUDITED ANNUAL FINANCIAL REPORT OF THE CITY
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2004**

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CITY OF MILWAUKEE
ANNUAL FINANCIAL REPORT
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FOR THE YEAR ENDED DECEMBER 31, 2004

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KPMG LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202

Independent Auditors' Report

The Honorable Members of
The Common Council of
The City of Milwaukee:

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Milwaukee (the City), as of and for the year ended December 31, 2004, which collectively comprise the City's basic financial statements of the City's primary government as listed in the table of contents. These financial statements are the responsibility of the City of Milwaukee's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Controller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

The financial statements referred to above include only the primary government of the City of Milwaukee, which consists of all funds, organizations, institutions, agencies, departments, and offices that comprise the City's legal entity. The financial statements do not include financial data for the City's legally separate component units, which accounting principles generally accepted in the United States of America require to be reported with the financial data of the City's primary government. As a result, the primary government financial statements do not purport to, and do not, present fairly the financial position of the reporting entity of the City of Milwaukee, as of December 31, 2004, and the changes in its financial position and its cash flows, where applicable, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the primary government of the City of Milwaukee as of December 31, 2004, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The City has not presented a management's discussion and analysis that accounting principles generally accepted in the United States of America has determined is necessary to supplement, although not required to be part of, the basic financial statements.

The budgetary comparison information in Exhibit D-1 is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

In accordance with *Government Auditing Standards*, we have also issued our report dated July 29, 2005, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

KPMG LLP

July 29, 2005

**BASIC
FINANCIAL
STATEMENTS**

**GOVERNMENT-WIDE
FINANCIAL STATEMENTS**

CITY OF MILWAUKEE
STATEMENT OF NET ASSETS
December 31, 2004
(Thousands of Dollars)

Exhibit 1

	Primary Government		
	Governmental	Business-type	Total
	Activities	Activities	
Assets			
Cash and cash equivalents	\$ 259,928	\$ 50,538	\$ 310,466
Investments	55,736	24,361	80,097
Receivables (net):			
Taxes	159,997	-	159,997
Accounts	16,333	23,811	40,144
Unbilled accounts	485	14,084	14,569
Special assessments	15,520	-	15,520
Notes and loans	44,952	-	44,952
Accrued interest	1,031	85	1,116
Due from component units	18,061	-	18,061
Due from primary government	-	-	-
Due from other governmental agencies	197,654	-	197,654
Inventory of materials and supplies	5,920	2,597	8,517
Inventory of property for resale	26	-	26
Prepaid items	562	13	575
Deferred charges	1,971	657	2,628
Other assets	-	336	336
 Total non-capital assets	 778,176	 116,482	 894,658
Capital assets:			
Capital assets not being depreciated:			
Land	163,552	18,388	181,940
Construction in progress	59,902	45,909	105,811
Capital assets being depreciated:			
Buildings	140,186	84,395	224,581
Infrastructure	1,263,394	576,906	1,840,300
Improvements other than buildings	8,733	24,457	33,190
Machinery and equipment	121,327	203,243	324,570
Furniture and furnishings	-	70	70
Nonutility property	-	540	540
Accumulated depreciation	(915,371)	(293,244)	(1,208,615)
 Total Capital Assets	 841,723	 660,664	 1,502,387
 Total Assets	 1,619,899	 777,146	 2,397,045

CITY OF MILWAUKEE
STATEMENT OF NET ASSETS
December 31, 2004
(Thousands of Dollars)

Exhibit 1 (Continued)

	Primary Government		
	Governmental	Business-type	Total
	Activities	Activities	
LIABILITIES			
Accounts payable	\$ 41,902	\$ 15,342	\$ 57,244
Accrued expenses	23,053	2,008	25,061
Accrued interest payable	8,506	939	9,445
Internal balances	554	(554)	-
Due to component units	3,597	-	3,597
Due to other governmental agencies	4,852	-	4,852
Deferred revenue	267,189	160	267,349
Revenue anticipation notes payable	172,000	-	172,000
Other payables	-	-	-
Other liabilities	-	-	-
Due to primary government:			
Due within one year	-	-	-
Due in more than one year	-	-	-
Long-term obligations:			
Due within one year	89,958	13,281	103,239
Due in more than one year	612,505	119,557	732,062
 Total Liabilities	 1,224,116	 150,733	 1,374,849
NET ASSETS			
Invested in capital assets, net of related debt	444,873	529,213	974,086
Restricted for:			
Debt Service	110,135	8,123	118,258
Other purposes	282	-	282
Unrestricted	(159,507)	89,077	(70,430)
 Total Net Assets	 \$ 395,783	 \$ 626,413	 \$ 1,022,196

The notes to the financial statements are an integral part of this statement.

CITY OF MILWAUKEE
STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED DECEMBER 31, 2004
 (Thousands of Dollars)

Exhibit 2

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government:				
Governmental Activities:				
General government	\$ 177,761	\$ 10,460	\$ 2,171	\$ -
Public safety	241,027	13,153	9,728	-
Public works	150,591	33,305	3,485	-
Health	27,251	911	16,625	-
Culture and recreation	29,014	2,412	1,910	-
Conservation and development	57,967	584	26,509	-
Capital contribution to Milwaukee Public Schools	15,686	-	-	-
Contributions	20,582	-	22,236	-
Interest on long-term debt	24,159	-	-	-
Total Governmental Activities	<u>744,038</u>	<u>60,825</u>	<u>82,664</u>	<u>-</u>
Business-type Activities:				
Water	54,030	71,579	-	2,093
Sewer Maintenance	24,361	30,959	-	-
Parking	22,283	41,470	-	-
Port of Milwaukee	2,981	3,943	-	143
Metropolitan Sewerage District User Charges	31,233	29,688	-	-
Total Business-type Activities	<u>134,888</u>	<u>177,639</u>	<u>-</u>	<u>2,236</u>
Total Primary Government	<u>\$ 878,926</u>	<u>\$ 238,464</u>	<u>\$ 82,664</u>	<u>\$ 2,236</u>

General revenues:

Property taxes and other taxes	
State aids for General Fund	
Grants and contributions not restricted to specific programs	
Miscellaneous	
Transfers	
Total General Revenues and Transfers	

Change in Net Assets	
Net Assets - Beginning	
Net Assets - Ending	

The notes to the financial statements are an integral part of this statement.

Exhibit 2 (Continued)

<u>Net (Expenses) Revenue and Changes in Net Assets</u>		
<u>Primary Government</u>		
<u>Governmental</u>	<u>Business-type</u>	
<u>Activities</u>	<u>Activities</u>	<u>Total</u>
\$ (165,130)		\$ (165,130)
(218,146)		(218,146)
(113,801)		(113,801)
(9,715)		(9,715)
(24,692)		(24,692)
(30,874)		(30,874)
(15,686)		(15,686)
1,654		1,654
(24,159)		(24,159)
<u>(600,549)</u>		<u>(600,549)</u>
-	19,642	19,642
-	6,598	6,598
-	19,187	19,187
-	1,105	1,105
-		
-	(1,545)	(1,545)
-	44,987	44,987
<u>(600,549)</u>	<u>44,987</u>	<u>(555,562)</u>
217,762	-	217,762
273,865	-	273,865
-	-	-
56,321	797	57,118
22,622	(22,622)	-
<u>570,570</u>	<u>(21,825)</u>	<u>548,745</u>
(29,979)	23,162	(6,817)
<u>425,762</u>	<u>603,251</u>	<u>1,029,013</u>
<u>\$ 395,783</u>	<u>\$ 626,413</u>	<u>\$ 1,022,196</u>

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**FUND
FINANCIAL
STATEMENTS**

CITY OF MILWAUKEE
BALANCE SHEET
GOVERNMENTAL FUNDS
 DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit A-1

General

ASSETS

Assets:	
Cash and cash equivalents	\$ 118,556
Investments	282
Receivables (net):	
Taxes	102,499
Accounts	10,901
Unbilled accounts	485
Special assessments	-
Notes and loans	299
Accrued interest	840
Due from other funds	27,583
Due from component units	2,026
Due from other governmental agencies	668
Advances to other funds	13,431
Inventory of materials and supplies	5,658
Inventory of property for resale	26
Prepaid items	271
Total Assets	<u>\$ 283,525</u>

LIABILITIES AND FUND BALANCES

Liabilities:	
Accounts payable	\$ 25,457
Accrued expenses	23,053
Due to other funds	1,566
Due to component units	6
Due to other governmental agencies	1
Deferred revenue	146,406
Revenue anticipation notes payable	-
Advances from other funds	-
Total Liabilities	<u>196,489</u>
Fund Balances:	
Reserved for debt service	-
Reserved for delinquent taxes receivable	-
Reserved for economic development	-
Reserved for encumbrances, prepaids, and carryovers	30,288
Reserved for inventory	5,684
Reserved for mortgage trust	282
Reserved for environmental remediation	303
Reserved for tax stabilization - 2005	16,621
Reserved for tax stabilization - 2006 and subsequent years' budgets and advances to other funds	33,858
Unreserved:	
Undesignated	-
Special assessment (deficit)	-
Total Fund Balances	<u>87,036</u>
Total Liabilities and Fund Balances	<u>\$ 283,525</u>

The notes to the financial statements are an integral part of this statement.

General Obligation Debt Service	Public Debt Amortization	Capital Projects	Nonmajor Governmental Funds	Total
\$ 80,337	\$ 19,328	\$ 28,272	\$ 13,435	\$ 259,928
-	55,454	-	-	55,736
40,420	-	7,627	9,451	159,997
-	-	3,019	2,413	16,333
-	-	-	-	485
-	-	15,520	-	15,520
36,681	-	-	7,972	44,952
138	52	-	1	1,031
291	-	-	-	27,874
15,641	-	-	394	18,061
172,000	-	13,820	11,166	197,654
-	-	-	-	13,431
-	-	262	-	5,920
-	-	-	-	26
-	291	-	-	562
<u>\$ 345,508</u>	<u>\$ 75,125</u>	<u>\$ 68,520</u>	<u>\$ 44,832</u>	<u>\$ 817,510</u>
\$ -	\$ -	\$ 9,990	\$ 6,455	\$ 41,902
-	-	-	-	23,053
8,768	291	12,562	5,241	28,428
-	-	2,661	930	3,597
-	-	3,900	951	4,852
120,933	-	38,254	19,134	324,727
172,000	-	-	-	172,000
-	-	13,431	-	13,431
<u>301,701</u>	<u>291</u>	<u>80,798</u>	<u>32,711</u>	<u>611,990</u>
43,807	74,834	-	8,960	127,601
-	-	-	7,335	7,335
-	-	-	3	3
-	-	576	-	30,864
-	-	262	-	5,946
-	-	-	-	282
-	-	-	-	303
-	-	-	-	16,621
-	-	-	-	33,858
-	-	-	(4,177)	(4,177)
-	-	(13,116)	-	(13,116)
<u>43,807</u>	<u>74,834</u>	<u>(12,278)</u>	<u>12,121</u>	<u>205,520</u>
<u>\$ 345,508</u>	<u>\$ 75,125</u>	<u>\$ 68,520</u>	<u>\$ 44,832</u>	<u>\$ 817,510</u>

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CITY OF MILWAUKEE
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET ASSETS
DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit A-2

Fund balances - total governmental funds \$ 205,520

Amounts reported for governmental activities in the statement of net assets (Exhibit A-1) are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:

Land	\$ 163,552	
Buildings, net of \$62,116 accumulated depreciation	78,070	
Infrastructure, net of \$768,943 accumulated depreciation	494,451	
Improvements Other than buildings, net of \$6,750 accumulated depreciation	1,983	
Machinery and equipment, net of \$77,562 accumulated depreciation	43,765	
Construction in progress	<u>59,902</u>	
		841,723

Deferred charges for debt issuance costs are not available to pay for current-period expenditures and therefore are deferred in the funds. 1,971

Some revenues are deferred in the funds because they are not available to pay current period's expenditures.

Taxes to be collected after year end	6,387	
Special assessments to be collected after year end	14,470	
Notes and loans receivable to repay long-term bonds and notes	<u>36,681</u>	
		57,538

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities - both current and long-term - are reported in the statement of net assets.

Accrued interest payable	(8,506)	
Bonds and Notes Payable	(618,988)	
Deferred amount on refunding	8,372	
Unamortized premiums	(25,559)	
Compensated absences	(37,003)	
Claims and judgments	(28,936)	
Capitalized lease	<u>(349)</u>	
		(710,969)

Total net assets of governmental activities (Exhibit 1) \$ 395,783

The notes to the financial statements are an integral part of this reconciliation.

CITY OF MILWAUKEE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit A-3

	General
Revenues:	
Property taxes	\$ 129,120
Other taxes	3,563
Special assessments	-
Licenses and permits	11,530
Intergovernmental	273,865
Charges for services	60,825
Fines and forfeits	5,647
Contributions received	22,236
Other	8,108
Total Revenues	<u>514,894</u>
Expenditures:	
Current:	
General government	200,124
Public safety	231,371
Public works	89,562
Health	10,724
Culture and recreation	17,822
Conservation and development	3,495
Capital outlay	-
Debt Service:	
Principal retirement	-
Interest	-
Bond issuance costs	-
Total Expenditures	<u>553,098</u>
Excess (deficiency) of Revenues over Expenditures	<u>(38,204)</u>
Other Financing Sources (Uses):	
General obligation bonds and notes issued	2,000
Issuance premium	-
Transfers in	33,269
Transfers out	(10)
Total Other Financing Sources and Uses	<u>35,259</u>
Net Change in Fund Balances	(2,945)
Fund Balances - Beginning	<u>89,981</u>
Fund Balances - Ending	<u>\$ 87,036</u>

The notes to the financial statements are an integral part of this statement.

General Obligation Debt Service	Public Debt Amortization	Capital Projects	Nonmajor Governmental Funds	Total
\$ 53,995	\$ -	\$ 12,077	\$ 3,746	\$ 198,938
13,948	1,773	-	-	19,284
-	-	4,665	-	4,665
-	-	-	-	11,530
1,482	-	5,418	56,293	337,058
5,584	-	-	-	66,409
-	-	-	-	5,647
-	-	-	-	22,236
3,218	3,611	3,392	6,482	24,811
<u>78,227</u>	<u>5,384</u>	<u>25,552</u>	<u>66,521</u>	<u>690,578</u>
-	3	-	3,204	203,331
-	-	-	9,729	241,100
-	-	-	3,485	93,047
-	-	-	16,641	27,365
-	-	-	1,914	19,736
-	-	-	31,134	34,629
-	-	104,842	-	104,842
68,618	-	-	-	68,618
28,620	-	-	-	28,620
411	-	-	-	411
<u>97,649</u>	<u>3</u>	<u>104,842</u>	<u>66,107</u>	<u>821,699</u>
<u>(19,422)</u>	<u>5,381</u>	<u>(79,290)</u>	<u>414</u>	<u>(131,121)</u>
-	-	72,331	15,000	89,331
10,467	-	-	-	10,467
24,043	-	-	-	57,312
(6,646)	(7,183)	(2,795)	(18,056)	(34,690)
<u>27,864</u>	<u>(7,183)</u>	<u>69,536</u>	<u>(3,056)</u>	<u>122,420</u>
8,442	(1,802)	(9,754)	(2,642)	(8,701)
<u>35,365</u>	<u>76,636</u>	<u>(2,524)</u>	<u>14,763</u>	<u>214,221</u>
<u>\$ 43,807</u>	<u>\$ 74,834</u>	<u>\$ (12,278)</u>	<u>\$ 12,121</u>	<u>\$ 205,520</u>

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CITY OF MILWAUKEE
**RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**
FOR THE YEAR ENDED DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit A-4

Net change in fund balances - total governmental funds (Exhibit A-3) \$ (8,701)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay (\$44,246) exceeded depreciation expense (\$42,361) in the current period less loss on disposals (\$528) 1,357

Notes and loans receivable to repay long-term bonds and notes (3,346)

Revenues in the statement of activities that do not provide current financial resources are reported as deferred revenue in the funds.

Taxes accrued in prior years	\$ (460)	
Special assessments deferred revenue beginning of the year \$12,623 less deferred at end of the year \$14,470	1,847	
		1,387

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Debt issued:		
Bonds and notes issued	(89,331)	
Issuance premiums	(10,467)	
Repayments:		
Principal retirement	68,618	
Bond issuance costs	679	
Capital lease current payment	174	
Amortization:		
Issuance costs	(445)	
Premiums	6,820	
Deferred amount on refunding	(1,530)	
		(25,482)

Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normal paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather as it accrues. The adjustment combines the net changes of the following balances.

Compensated absences	767	
Claims and judgments	4,868	
Accrued interest on bonds and notes	(829)	
		4,806

Changes in net assets of governmental activities (Exhibit 2) \$ (29,979)

The notes to the financial statements are an integral part of this reconciliation.

CITY OF MILWAUKEE
STATEMENT OF NET ASSETS
ENTERPRISE FUNDS
DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit B-1

	Water Works	Sewer Maintenance	Parking	Nonmajor Enterprise Funds	Total
ASSETS					
Current Assets:					
Cash and cash equivalents	\$ 5,225	\$ 13,097	\$ 24,092	\$ 1	\$ 42,415
Restricted cash and cash equivalents	610	-	-	-	610
Investments	24,361	-	-	-	24,361
Receivables (net):					
Accounts	10,149	7,003	-	6,659	23,811
Unbilled accounts	9,585	2,397	-	2,102	14,084
Accrued interest	70	15	-	-	85
Due from other funds	8,030	981	-	836	9,847
Inventory of materials and supplies	2,597	-	-	-	2,597
Prepaid items	13	-	-	-	13
Deferred charges	-	657	-	-	657
Other assets	336	-	-	-	336
Total Current Assets	<u>60,976</u>	<u>24,150</u>	<u>24,092</u>	<u>9,598</u>	<u>118,816</u>
Noncurrent assets:					
Restricted cash and cash equivalents	-	7,513	-	-	7,513
Capital assets:					
Capital assets not being depreciated:					
Land	1,568	-	8,913	7,907	18,388
Construction in progress	20,251	23,938	1,548	172	45,909
Capital assets being depreciated:					
Buildings	22,987	-	49,076	12,332	84,395
Infrastructure	275,709	301,197	-	-	576,906
Improvements other than buildings	-	-	5,630	18,827	24,457
Machinery and equipment	195,798	1,887	1,011	4,547	203,243
Furniture and furnishings	-	22	-	48	70
Nonutility property	540	-	-	-	540
Accumulated depreciation	<u>(157,731)</u>	<u>(90,203)</u>	<u>(23,390)</u>	<u>(21,920)</u>	<u>(293,244)</u>
Total Noncurrent Assets	<u>359,122</u>	<u>244,354</u>	<u>42,788</u>	<u>21,913</u>	<u>668,177</u>
Total Assets	<u>420,098</u>	<u>268,504</u>	<u>66,880</u>	<u>31,511</u>	<u>786,993</u>

CITY OF MILWAUKEE
STATEMENT OF NET ASSETS
ENTERPRISE FUNDS
DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit B-1 (Continued)

	Water Works	Sewer Maintenance	Parking	Nonmajor Enterprise Funds	Total
LIABILITIES					
Current Liabilities:					
Accounts payable	\$ 4,630	\$ 2,799	\$ 2,106	\$ 5,807	\$ 15,342
Accrued expenses	1,012	541	359	96	2,008
Accrued interest payable	449	-	193	63	705
Compensated absences	943	-	-	-	943
Due to other funds	3,198	-	-	6,095	9,293
Deferred revenue	-	-	112	48	160
General obligation debt payable - current	4,851	-	3,767	506	9,124
Revenue bonds payable - current	824	-	-	-	824
Total Current Liabilities	<u>15,907</u>	<u>3,340</u>	<u>6,537</u>	<u>12,615</u>	<u>38,399</u>
Current Liabilities Payable from Restricted Assets:					
Revenue bonds payable	-	2,390	-	-	2,390
Accrued interest payable	-	234	-	-	234
Total Current Liabilities Payable from Restricted Assets	<u>-</u>	<u>2,624</u>	<u>-</u>	<u>-</u>	<u>2,624</u>
Noncurrent Liabilities:					
General obligation debt	28,379	-	12,939	4,051	45,369
Revenue bonds payable	12,921	61,267	-	-	74,188
Total Noncurrent Liabilities	<u>41,300</u>	<u>61,267</u>	<u>12,939</u>	<u>4,051</u>	<u>119,557</u>
Total Liabilities	<u>57,207</u>	<u>67,231</u>	<u>19,476</u>	<u>16,666</u>	<u>160,580</u>
Net Assets:					
Invested in capital assets, net of related debt	312,147	173,184	26,526	17,356	529,213
Restricted for Debt Service	610	7,513	-	-	8,123
Unrestricted	<u>50,134</u>	<u>20,576</u>	<u>20,878</u>	<u>(2,511)</u>	<u>89,077</u>
Total Net Assets	<u>\$362,891</u>	<u>\$201,273</u>	<u>\$ 47,404</u>	<u>\$ 14,845</u>	<u>\$ 626,413</u>

The notes to the financial statements are an integral part of this statement.

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CITY OF MILWAUKEE
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS
ENTERPRISE FUNDS
 FOR THE YEAR ENDED DECEMBER 31, 2004
 (Thousands of Dollars)

Exhibit B-2

	Water Works	Sewer Maintenance	Parking	Nonmajor Enterprise Funds	Total
Operating Revenues:					
Charges for Services:					
Water sales	\$ 57,914	\$ -	\$ -	\$ -	\$ 57,914
Statutory sewer user fee	-	-	-	28,145	28,145
Sewer maintenance fee	-	30,948	-	-	30,948
Rent	-	-	6,902	3,943	10,845
Fire protection service	5,897	-	-	-	5,897
Parking meters	-	-	4,354	-	4,354
Parking permits	-	-	2,853	-	2,853
Vehicle towing	-	-	4,931	-	4,931
Parking forfeitures	-	-	22,006	-	22,006
Other	7,258	11	-	1,543	8,812
Total Operating Revenues	<u>71,069</u>	<u>30,959</u>	<u>41,046</u>	<u>33,631</u>	<u>176,705</u>
Operating Expenses:					
Milwaukee Metropolitan Sewerage District charges ...	-	-	-	25,963	25,963
Employee services	-	6,573	6,248	1,321	14,142
Administrative and general	4,919	-	-	32	4,951
Depreciation	11,726	3,968	2,212	730	18,636
Transmission and distribution	16,702	-	-	3,358	20,060
Services, supplies and materials	-	6,984	12,732	747	20,463
Water treatment	9,997	-	-	-	9,997
Water pumping	6,134	-	-	-	6,134
Billing and collection	2,233	-	-	1,785	4,018
Total Operating Expenses	<u>51,711</u>	<u>17,525</u>	<u>21,192</u>	<u>33,936</u>	<u>124,364</u>
Operating Income (Loss)	<u>19,358</u>	<u>13,434</u>	<u>19,854</u>	<u>(305)</u>	<u>52,341</u>
Nonoperating Revenues (Expenses):					
Investment income	477	320	-	-	797
Interest expense	(2,319)	(2,627)	(1,091)	(278)	(6,315)
Gain (loss) on disposal of fixed assets	-	-	289	-	289
Other	510	(4,209)	135	-	(3,564)
Total Nonoperating Revenues (Expenses)	<u>(1,332)</u>	<u>(6,516)</u>	<u>(667)</u>	<u>(278)</u>	<u>(8,793)</u>
Income (Loss) before Contributions and Transfers..	18,026	6,918	19,187	(583)	43,548
Capital contributions	2,093	-	-	143	2,236
Transfers in	-	-	-	566	566
Transfers out	<u>(7,900)</u>	<u>-</u>	<u>(13,611)</u>	<u>(1,677)</u>	<u>(23,188)</u>
Change in Net Assets	12,219	6,918	5,576	(1,551)	23,162
Total Net Assets - Beginning	<u>350,672</u>	<u>194,355</u>	<u>41,828</u>	<u>16,396</u>	<u>603,251</u>
Total Net Assets - Ending	<u>\$ 362,891</u>	<u>\$ 201,273</u>	<u>\$ 47,404</u>	<u>\$ 14,845</u>	<u>\$ 626,413</u>

The notes to the financial statements are an integral part of this statement.

CITY OF MILWAUKEE
STATEMENT OF CASH FLOWS
ENTERPRISE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit B-3

	Water Works	Sewer Maintenance	Parking	Nonmajor Enterprise Funds	Total
CASH FLOWS FROM OPERATING ACTIVITIES:					
Receipts from customers and users	\$ 72,179	\$ 31,798	\$ 41,047	\$ 34,329	\$ 179,353
Cash receipts from other funds	892	-	-	-	892
Other operating cash receipts	-	11	-	-	11
Payments to suppliers	(13,071)	(6,676)	(11,454)	(32,638)	(63,839)
Payments to employees	(21,631)	(6,525)	(6,219)	(1,343)	(35,718)
Payments from other funds	-	-	-	2,030	2,030
Payments to other funds	(3,387)	-	-	-	(3,387)
Net Cash Provided by Operating Activities.....	<u>34,982</u>	<u>18,608</u>	<u>23,374</u>	<u>2,378</u>	<u>79,342</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:					
Miscellaneous nonoperating revenue	510	-	-	135	645
Other nonoperating expenses	-	(4,209)	-	-	(4,209)
Transfers from other funds	-	-	-	566	566
Transfers to other funds	(7,900)	-	(13,611)	(1,677)	(23,188)
Net Cash Provided by (Used for) Noncapital Financing Activities	<u>(7,390)</u>	<u>(4,209)</u>	<u>(13,611)</u>	<u>(976)</u>	<u>(26,186)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:					
Capital contributions	-	-	-	470	470
Proceeds from sale of bonds and notes	-	-	600	505	1,105
Acquisition of property, plant and equipment	(16,724)	(21,634)	(1,613)	(3,718)	(43,689)
Retirement of bonds, notes and revenue bonds	(5,810)	(1,035)	(3,622)	(339)	(10,806)
Interest paid	(2,233)	(2,827)	(894)	(216)	(6,170)
Other	-	-	459	-	459
Net Cash Used for Capital and Related Financing Activities	<u>(24,767)</u>	<u>(25,496)</u>	<u>(5,070)</u>	<u>(3,298)</u>	<u>(58,631)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:					
Investment income	439	326	-	-	765
Purchase of investments	(9,360)	-	-	-	(9,360)
Net Cash Provided by (Used for) Investing Activities	<u>(8,921)</u>	<u>326</u>	<u>-</u>	<u>-</u>	<u>(8,595)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(6,096)	(10,771)	4,693	(1,896)	(14,070)
Cash and Cash Equivalents - Beginning	<u>11,931</u>	<u>31,381</u>	<u>19,399</u>	<u>1,897</u>	<u>64,608</u>
Cash and Cash Equivalents - Ending	<u>\$ 5,835</u>	<u>\$ 20,610</u>	<u>\$ 24,092</u>	<u>\$ 1</u>	<u>\$ 50,538</u>

CITY OF MILWAUKEE
STATEMENT OF CASH FLOWS
ENTERPRISE FUNDS
 FOR THE YEAR ENDED DECEMBER 31, 2004
 (Thousands of Dollars)

Exhibit B-3 (Continued)

	Water Works	Sewer Maintenance	Parking	Nonmajor Enterprise Funds	Total
Cash and Cash Equivalents at Year End Consist of:					
Unrestricted Cash	\$ 5,835	\$ 13,097	\$ 24,092	\$ 1	\$ 43,025
Restricted Cash	-	7,513	-	-	7,513
	<u>\$ 5,835</u>	<u>\$ 20,610</u>	<u>\$ 24,092</u>	<u>\$ 1</u>	<u>\$ 50,538</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES:					
Operating income (loss)	\$ 19,358	\$ 13,434	\$ 19,854	\$ (305)	\$ 52,341
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:					
Depreciation	11,726	3,968	2,212	730	18,636
Changes in assets and liabilities:					
Receivables	927	979	-	697	2,603
Due from other funds	892	(129)	-	(124)	639
Inventories	(12)	-	-	-	(12)
Prepaid items	(4)	-	-	-	(4)
Other assets	(160)	-	-	-	(160)
Accounts payable	2,324	308	1,278	(753)	3,157
Accrued liabilities	(69)	48	29	(23)	(15)
Due to other funds	-	-	-	2,154	2,154
Deferred revenue	-	-	1	2	3
Net Cash Provided by Operating Activities	<u>\$ 34,982</u>	<u>\$ 18,608</u>	<u>\$ 23,374</u>	<u>\$ 2,378</u>	<u>\$ 79,342</u>

Non-cash Activities:

During the year, the city disposed of parking assets of \$35 thousand net book value.

During the year, water mains and related property, installed by others were deeded to the Water Works in the amount of \$2.093 million.

During the year, the Sewer Maintenance Fund donated or disposed of fixed assets with a net value of \$2.288 million.

The notes to the financial statements are an integral part of this statement.

CITY OF MILWAUKEE
STATEMENT OF FIDUCIARY NET ASSETS
FIDUCIARY FUNDS
 DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit C-1

	Pension and Other Employee Benefit Trusts	Private- Purpose Trusts	Agency Funds
ASSETS			
Cash and cash equivalents	\$ 158	\$ 2,437	\$ 246,950
Investments	-	4,753	-
Restricted Assets:			
Investments	<u>468,202</u>	<u>-</u>	<u>-</u>
Total Assets	<u>468,360</u>	<u>7,190</u>	<u>\$ 246,950</u>
LIABILITIES			
Liabilities:			
Accounts payable	24	19	1,700
Due to other governmental agencies	<u>-</u>	<u>-</u>	<u>245,250</u>
Total Liabilities	<u>24</u>	<u>19</u>	<u>\$ 246,950</u>
Net Assets			
Employees' pension benefits and other purposes	<u>\$ 468,336</u>	<u>\$ 7,171</u>	

The notes to the financial statements are an integral part of this statement.

CITY OF MILWAUKEE
STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
FIDUCIARY FUNDS
 FOR THE YEAR ENDED DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit C-2

	Pension and Other Employee Benefit Trusts	Private- Purpose Trusts
Additions		
Contributions:		
Plan members	\$ 29,995	\$ -
Private donations	-	1,432
Total Contributions	<u>29,995</u>	<u>1,432</u>
Investment earnings:		
Net (depreciation) appreciation in fair value of investments, dividends and interest	<u>41,715</u>	<u>201</u>
Total Additions	<u>71,710</u>	<u>1,633</u>
Deductions		
Benefits	21,256	-
Fees remitted from Trust	-	584
Other	-	905
Administrative expenses	<u>165</u>	<u>-</u>
Total Deductions	<u>21,421</u>	<u>1,489</u>
Change in Net Assets	50,289	144
Net Assets - Beginning	<u>418,047</u>	<u>7,027</u>
Net Assets - Ending	<u>\$468,336</u>	<u>\$ 7,171</u>

The notes to the financial statements are an integral part of this statement.

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**NOTES
TO THE
FINANCIAL
STATEMENTS**

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying basic financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the significant accounting policies.

A. Reporting Entity

The City of Milwaukee (the "City") was incorporated on January 31, 1846, and operates under a Council-Mayor form of government. These financial statements present the City (the primary government) and other organizations, including component units, for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The component units discussed below are legally separate organizations for which the elected officials of the City are accountable. The City is considered financially accountable if it appoints a voting majority of the organization's governing body and is able to impose its will on the organization, or there is a potential for the organization to provide specific financial benefits to or burdens on the City. The City may be financially accountable if an organization is fiscally dependent on the primary government.

Component Units

The City has the following component units which are legally separate from the City. The government-wide financial statements do not include the financial data of these component units due to the unavailability of their independently audited financial statements.

Housing Authority - This entity is used to account for the Federal and State grants relating primarily to low-income housing and rental assistance programs. The entire governing board is appointed by the Mayor of the City. The daily operations of the Housing Authority of the City of Milwaukee (HACM) are managed by City employees.

Redevelopment Authority - The Redevelopment Authority of the City of Milwaukee (RACM) is responsible for activities related to the prevention and elimination of blighted conditions in the City. The City appoints all members of the Board and approves the budget.

Milwaukee Economic Development Corporation - The Milwaukee Economic Development Corporation (MEDC) is a nonprofit organization formed to promote economic development within the City. The principal objective of the corporation is to benefit the community by fostering increased employment through expansion of business and industry within the metropolitan Milwaukee area. MEDC's primary source of funds is interest on loans originally granted through the City.

Neighborhood Improvement Development Corporation - The Neighborhood Improvement Development Corporation (NIDC) is a nonprofit organization established to promote reinvestment in both housing and commercial structures within the City. NIDC programs encourage private lending institutions and property owners to make improvements to the community's homes and businesses. Corporate officers of NIDC are provided by the City and daily operations are managed by City employees.

Financial statements of the individual component units can be obtained from their respective administrative offices. Addresses of the component units are as follows: HACM, 809 North Broadway, 3rd Floor, Milwaukee, Wisconsin 53202; RACM, 809 North Broadway, 2nd Floor, Milwaukee, Wisconsin 53202; MEDC, 809 North Broadway, 2nd Floor, Milwaukee, Wisconsin 53202; NIDC, 841 North Broadway, Room 105, Milwaukee, Wisconsin 53202.

The basic financial statements exclude the accounts of the Wisconsin Center District, Milwaukee Public Schools, the Milwaukee Metropolitan Sewerage District, World Festivals Inc. ("Summerfest") and the Employees' Retirement System of the City of Milwaukee, because these entities operate with separate governing boards and do not meet the criteria established by the Governmental Accounting Standards Board (GASB) Statement 14 as component units of the City. The Milwaukee Metropolitan Sewerage District (MMSD) is a special purpose municipal corporation created to provide sewerage treatment services in the Milwaukee metropolitan area. The City is responsible for paying usage charges within its jurisdiction. These amounts, in turn, are billed by the City to its water customers. The City has no equity interest in MMSD. Financial statements for MMSD can be obtained from its administrative office.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

B. Basis of Presentation

Government-wide Statements. The government-wide statement of net assets and statement of activities report the overall financial activity of the City, excluding fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities of the City. These statements distinguish between the *governmental* and *business-type* activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include (a) fines, fees and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements. The fund financial statements provide information about the City's funds, including fiduciary funds. Separate statements for each fund category—governmental, proprietary, and fiduciary are presented. The emphasis on fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

The City reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources, except those required to be accounted for in another fund.

General Obligation Debt – This fund accounts for the resources accumulated and payments made for principal and interest on the City's outstanding long-term general obligation debt.

Public Debt Amortization – This fund accounts for one-third of all interest on general City investments and interest on Fund investments for the retirement of debt. The Public Debt Amortization Fund is governed by Section 67.101 of the Wisconsin Statutes for the retirement of the public debt. See Note 7 for further discussion.

Capital Projects Fund – The Capital Projects Fund is used to account for the financial resources segregated for the acquisition or construction of major capital expenditures other than those financed by proprietary funds.

The City reports the following major enterprise funds:

Water Works - All activities necessary to provide water services to residents of the City and outlying areas. Fund activities include administration, billing and collection, operations, maintenance and financing.

Sewer Maintenance – This fund accounts for the maintenance of the City's sewer system. Wisconsin State Statutes Section 66.076, permit municipalities to implement sewer fees to recover the costs of operation, maintenance, repair, and depreciation of sewer collection and transportation facilities. Sewer maintenance costs are recovered through a user fee rather than through the property tax.

Parking – This fund accounts for revenues derived from parking meters, parking permits, rentals and leasing of parking facilities and other revenues attributable to parking. The revenues are used to defray administrative and operational costs related to parking operations, and to acquire, landscape and construct parking lots and structures.

Additionally, the City reports the following fiduciary fund types:

Pension and Other Employee Benefit Trusts – This fund accounts for resources for the City's deferred compensation plan, employee flexible spending and group life insurance.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

Private Purpose Trust – These funds account for resources legally held in trust for use by various individuals, governmental entities, and nonpublic corporations. All resources of these funds, including any earnings on invested resources, may be used to support each trust's initiatives.

Agency – These funds account for taxes and deposits collected by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

C. Basis of Accounting

The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flow takes place. Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property tax revenue, grants, and other contributions. On an accrual basis, revenue from property taxes is recognized in the period for which the levy is intended to finance, which is the year after the taxes are levied. Taxes levied in 2004 that will be collected in 2005 are recorded as receivable and deferred revenue. Deferred revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Revenue from grants and other contributions are recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted; matching requirements, in which the City must provide local resources to be used for a specified purpose; and expenditure requirements, in which the resources are provided to the City on a reimbursement basis.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues, excluding property taxes, to be available if they are collected within 90 days of the end of the current year. Property taxes are considered to be available if they are collected within 60 days of the end of the current year. Expenditures generally are recorded when the liability is incurred, as under accrual accounting. However, principal and interest on general long-term debt, claims and judgments, and compensated absences are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Significant revenue sources, which are susceptible to accrual include property taxes, state shared revenues, grants, contributions, and interest. All other revenue sources including licenses, permits, fines and forfeits are considered to be measurable and available only when cash is received.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989 are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. The City also has the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The City has elected not to follow subsequent private-sector guidance.

D. Cash and Cash Equivalents

For purposes of the statements of cash flows, all highly liquid investments (including restricted cash and investments) purchased with a maturity of three months or less are considered to be cash equivalents. The City manages a cash and investment pool to maximize return on funds while providing liquidity to meet day to day obligations. Each fund's equity in the City's investment pool is considered to be a cash equivalent, since the funds can deposit or effectively withdraw cash at anytime without prior notice or penalty.

E. Investments

Investments, primarily consisting of fixed income securities, are reported at fair value based on quoted market prices. Commercial paper, which is short-term, defined as having an original maturity of one year or less, and highly liquid is carried at amortized cost. Investment transactions are recorded on the trade date.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

Wisconsin Statutes permit the City to invest funds not immediately needed in any of the following:

- Time deposits maturing within three years in any credit union, bank, savings bank, trust company or savings and loan association which are authorized to transact business in the State of Wisconsin.
- Bonds or securities issued or guaranteed by the Federal government.
- Bonds or securities of any county, city, drainage district, technical college district, village, town or school district of the State of Wisconsin, as well as bonds issued by a local exposition district, a local professional baseball park district, or the University of Wisconsin Hospitals and Clinics Authority.
- Local Government Investment Pool - Investment Fund of the State of Wisconsin.
- Repurchase agreements with public depositories, if the agreement is secured by federal bonds or securities.
- Any Security which matures or which may be tendered for purchase at the option of the holder within not more than seven years of the date on which it is acquired, if that security has a rating which is the highest or second highest rating category assigned by Standard & Poor's Corporation, Moody's Investors Service, Inc. or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.
- Securities of open-end management investment companies or investment trusts (mutual funds) if the portfolio is limited to (a) bonds and securities issued by the federal government or a commission, board or other instrumentality of the federal government, (b) bonds that are guaranteed as to principal and interest by the federal government or a commission, board or other instrumentality of the federal government, and (c) repurchase agreements that are fully collateralized by these bonds or securities.

F. Property Taxes

Property taxes are recorded as receivables and deferred revenues in the taxing fund in the year levied because the taxes are restricted to funding the succeeding year's budget appropriations. Property tax payments received prior to year-end are also reflected in the taxing fund. Property taxes are recognized in the appropriate funds as revenues in the succeeding year when they are collected and available to finance City services. If not collected at year-end, the delinquent property taxes are reflected as receivables and deferred revenues. Delinquent property taxes and related interest are recognized as revenues when collected.

The allowance for uncollectible property taxes is based on an analysis of the delinquent property taxes and, in management's judgment, represents an amount adequate to provide for potential uncollectible taxes. The allowance is increased by provisions charged against revenues and is reduced by taxes receivable written off.

The City, through its Special Revenue Fund - Delinquent Tax, issues general obligation short-term promissory notes to finance the purchase of the most recent delinquent taxes from its General Fund. Collections on these delinquencies are used for the associated debt service requirements.

G. Unbilled Services

Unbilled water and sewer services at year end are recognized as revenues and receivables in the accompanying financial statements.

H. Special Assessments

Special assessments consist of capital projects constructed through non-special assessment debt. In governmental fund financial statements, special assessments are recorded as receivables and deferred revenues when the related capital outlays are made and are recorded as revenues when due and payable. In the government-wide financial statements, special assessments are recorded as receivables and capital contribution revenue when the capital outlays are made. All special assessments are due when billed and may be paid on an installment basis with interest. Special assessment receivables that become delinquent are added to the general tax roll. The method of enforcing collections is the same as for general city taxes with like force and effect.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

I. Notes and Loan Receivables

The General Fund and the Special Revenue Fund - Community Development Block Grant, hold notes and loans receivable from individuals, small businesses and corporations in the Milwaukee area that are secured by primary or secondary security interests in real estate or other assets. The City periodically analyzes the collectibility of the notes and loans that are not insured and provides allowances as considered necessary.

The City creates tax incremental districts (TID) to issue debt to fund redevelopment projects. Pursuant to a cooperation agreement between the City, the Redevelopment Authority of the City of Milwaukee (Authority), and the Milwaukee Economic Development Corporation (Corporation), the City provides the Authority and the Corporation with the funds necessary to carry out the loan to a private developer to finance the redevelopment projects. Loan repayments to the Authority and the Corporation from the private developer, including interest income as well as other project income, are transferred to the City until the City's loan has been repaid or the TID expires. The City reflects these loans as notes receivable and deferred revenue in governmental fund financial statements based on an amount estimated to be repaid from the Authority and the Corporation.

J. Inventories

Inventories of materials and supplies are stated at moving average cost, based upon perpetual recordkeeping systems and periodic cycle counts of quantities on hand. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Inventories in governmental funds are reserved for in fund balance, because inventories are not expendable available financial resources.

K. Prepaid Items

Cash payments benefiting future periods have been recorded as prepaid items. They will be reflected as expenditures or expenses when incurred in the subsequent year. Prepaid items in governmental funds are reserved for in fund balance, because prepaids are not expendable available financial resources.

L. Capital Assets

Capital assets, which includes property, plant, and equipment, and infrastructure, are reported at cost or estimated historical cost. Contributed assets are reported at estimated fair value at the time received. General infrastructure assets, such as roads, bridges, curbs, gutters, streets, sidewalks and drainage and lighting systems, acquired prior to January 1, 2002 are reported at estimated historical cost using deflated replacement cost. Capital assets are depreciated using the straight-line method. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset's lives are not capitalized.

Major capital outlays for capital assets of business-type activities are included as part of the capitalized value of the assets constructed. Interest expenses incurred during construction were not capitalized as part of the additions to capital assets.

Capitalization thresholds and the estimated useful lives for the City are as follows:

Capital Asset Category	Capitalization Threshold	Estimated Useful Life
Infrastructure	\$ 5,000	5-50 years
Land	5,000	N/A
Land Improvements	5,000	N/A
Site Improvements	5,000	3-50
Buildings	5,000	10-60
Building Improvements	5,000	10-45
Machinery and equipment	5,000	3-25
Works of Art, Historical Treasures	5,000	N/A

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

M. Pension Contributions

The employer's share of the annual contribution is recorded in the proprietary funds and government-wide financial statements as an expense when the liability is incurred and in the governmental funds as an expenditure when the liability is liquidated with expendable available financial resources.

N. Compensated Absences

The liability for compensated absences reported in the government-wide, proprietary and fiduciary fund financial statements consists of unpaid, accumulated vacation and sick leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included. The liability has been calculated based on the employees' current salary level and include salary related costs (e.g. social security and Medicare tax). A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

City employees accrue sick leave in accordance with labor agreements or Section 350-37 of the Code of Ordinances.

O. Claims and Judgments

The liability for claims and judgments is reported in the government-wide, proprietary and fiduciary fund financial statements when they are both probable and estimable. A liability for claims and judgments is reported in governmental funds only if they have matured (i.e. are due). The City accrues environmental remediation obligations when related liabilities are probable and reasonably estimable. These accruals generally are recognized no later than completion of a remedial feasibility study and are adjusted as further information develops or circumstances change. Costs of future expenditures for environmental remediation obligations are not discounted to their present value.

P. Bond Premiums, Discounts, and Issuance Costs

In the government-wide and proprietary fund financial statements, bond premiums and discounts, as well as issuance costs are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums on debt issuance are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. The City records bond premiums for governmental fund types in the General Obligation Debt Service Fund.

Q. Advance Refundings of Debt

In the government-wide and proprietary fund financial statements, gains and losses from advance refundings of debt resulting in defeasance are deferred and amortized as a component of interest expense over the shorter of the remaining life of the old debt or the life of the new debt using the effective interest method. Bonds payable are reported net of the applicable deferred amount.

R. Fund Balances

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for specific purposes.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

S. Net Assets

In the government-wide and proprietary fund financial statements, equity is displayed in three components as follows:

Invested in Capital Assets, Net of Related Debt – This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This consists of net assets that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation. When both restricted and unrestricted resources are available for use, generally it is the City's policy to use restricted resources first, then unrestricted resources when they are needed.

Unrestricted – This consists of net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

T. Interfund Transactions

The City has the following types of interfund transactions:

Loans - amounts provided with a requirement for repayment. Interfund loans are reported as interfund receivables (i.e. due from other funds) in lender funds and interfund payables (i.e. due to other funds) in borrower funds. The noncurrent portions of long-term interfund loans receivable are reported as advances.

Services provided and used - sales and purchases of goods and services between funds for a price approximating their external exchange value. Interfund services provided and used are reported as revenues in seller funds and expenditures or expenses in purchaser funds. Unpaid amounts are reported as interfund receivables and payables in the fund balance sheets or fund statements of net assets.

Reimbursements - repayments from the funds responsible for particular expenditures or expenses to the funds that initially paid for them. Reimbursement is reported as expenditures in the reimbursing fund and as a reduction of expenditures in the reimbursed fund.

Transfers - flows of assets (such as cash or goods) without equivalent flows of assets in return, including payments in lieu of taxes, and without a requirement for repayment. In governmental funds, transfers are reported as other financing uses in the funds making transfers and as other financing sources in the funds receiving transfers. In proprietary funds, transfers are reported after nonoperating revenues and expenses.

U. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

V. New Accounting Pronouncements

In March 2003, the Governmental Accounting Standards Board (GASB) issued Statement No. 40, *Deposit and Investment Risk Disclosures – an amendment of GASB Statement No. 3*. This statement will revise the deposit and investment risks disclosed in the notes to the financial statements. The City will implement Statement No. 40 beginning with the year ending December 31, 2005.

In June 2004, the Governmental Accounting Standards Board (GASB) issued Statement No. 45, *Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. This statement will establish uniform financial reporting standards for other post employment benefits. The City will implement Statement No. 45 beginning with the year ending December 31, 2007.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

2. DEPOSITS AND INVESTMENTS

The City maintains a cash and investment pool that is available for use by all the funds, except for Debt Service Funds, Water Works Enterprise Fund, and component entities. Under Wisconsin Statutes, one-third of all interest on pooled cash and investments is allocated to the Public Debt Amortization Fund. The remaining two-thirds is credited to the General Fund. Each fund type's portion of pooled cash and investments is included in the cash and cash equivalents line on the Combined Balance Sheet. The Debt Service Funds and Water Works Enterprise Fund maintain separate cash and investments. In addition, investments are separately held by several other City funds. No violations of legal provisions for deposits and investments were committed during the year.

Deposits

At December 31, 2004, the reported amount of the City's deposits and cash on hand for governmental, \$390,563,000 business-type activities, and fiduciary activities was \$402,285,000 and the related bank balance was \$404,476,000. Of the total bank balances, which are maintained by the City Treasurer, \$5,300,000 is entirely insured and \$272,810,000 is collateralized by securities held in the pledging banks' trust departments in the City's name. The remaining balance of \$126,366,000 is neither insured nor collateralized, nor was this amount significantly exceeded during the year.

Cash Equivalents and Investments

The City's primary government cash equivalents and investments are categorized as either (1) insured or registered or securities held by the City or its agent in the City's name, (2) uninsured and unregistered with securities held by the counterparty's trust department or agent in the City's name or (3) uninsured or unregistered with securities held by the counterparty, or by its trust department or agent but not in the City's name.

	Category (1)	Category (2)	Category (3)	Reported Amount	Fair Value
<i>(Thousands of Dollars)</i>					
Governmental and business-type activities:					
<i>Categorized:</i>					
U.S. Treasury Obligations	\$ -	\$ 38,536	\$ -	\$ 38,536	\$ 38,536
U.S. Agency Securities	-	50,780	-	50,780	50,780
Capital Appreciation Bonds	-	13,430	-	13,430	13,430
Municipal Bonds and Notes	-	-	3,488	3,488	3,488
	<u>\$ -</u>	<u>\$ 102,746</u>	<u>\$ -</u>	<u>106,234</u>	<u>106,234</u>
<i>Noncategorized:</i>					
Cash and Investments with Fiscal Agents				7,794	7,794
Local Government Pooled - Investment Fund				123,646	123,646
Total Cash Equivalents and Investments				<u>\$ 237,674</u>	<u>\$ 237,674</u>
Fiduciary activities:					
<i>Categorized:</i>					
U.S. Treasury Obligations	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	\$ 4,753	\$ 4,753
<i>Noncategorized:</i>					
Cash and Investments with Fiscal Agents				149	149
Deferred Compensation Investments				468,202	468,202
Total Cash Equivalents and Investments				<u>\$ 473,104</u>	<u>\$ 473,104</u>

The pooled investments have not been categorized based on custodial risk because they are not securities. The relationship between the City and the investment agent is a direct contractual relationship, and the investments are not supported by a transferable instrument that evidences ownership or creditorship. The Local Government Pooled - Investment Fund is an external investment pool administered by the State of Wisconsin. The fair value of the City's investment in the fund is the same as the value of the pooled shares. Although not subject to direct regulatory oversight, the fund is administered in accordance with the provisions of Section 25.50 of the Wisconsin Statutes.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

3. PROPERTY TAXES

The City's property taxes are levied on or before December 31, on the assessed (taxable) value as of the prior January 1, for all general property located in the City. Taxes become a lien against the property upon filing the roll in the Office of the City Clerk. This generally takes place in December. The taxes are due January 31, but may be paid in ten monthly installments without interest from January through October. Foreclosure can be commenced after one year from date of delinquency. The City purchases property taxes receivable from other taxing authorities at the unpaid amounts to facilitate the collection of the taxes. The purchases are a financing arrangement and are not included in property tax revenues. Also, delinquent water and sewer charges and special assessment receivables are transferred to the General Fund at the unpaid amounts.

At December 31, 2004, delinquent property taxes include delinquent sewer and water charges and special assessments by year levied, tax deeded property, and allowance for uncollectible taxes. These delinquent property taxes are reported as part of taxes receivable in the General Fund and Special Revenue Fund - Delinquent Tax and consist of the following:

	City Levy	Purchased Taxes Receivable	Total
	<i>(Thousands of Dollars)</i>		
1999 and prior	\$ 1,177	\$ 1,564	\$ 2,741
2000	291	400	691
2001	625	866	1,491
2002	1,904	2,668	4,572
2003	<u>5,630</u>	<u>8,324</u>	<u>13,954</u>
 Total delinquent property taxes receivable	 <u>\$ 9,627</u>	 <u>\$ 13,822</u>	 23,449
 Property taxes receivable on foreclosed property			14,970
 Less: Allowance for uncollectible taxes			<u>(15,219)</u>
 Net delinquent property taxes receivable, including tax deeded property			 <u>\$ 23,200</u>

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

4. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2004 was as follows:

	Balance 01-01-04	Additions	Deletions	Balance 12-31-04
Governmental activities		<i>(Thousands of Dollars)</i>		
<i>Capital assets not being depreciated:</i>				
Land	\$ 163,536	\$ 17	\$ 1	\$ 163,552
Construction in progress	<u>69,556</u>	<u>27,533</u>	<u>37,187</u>	<u>59,902</u>
Total capital assets not being depreciated	<u>233,092</u>	<u>27,550</u>	<u>37,188</u>	<u>223,454</u>
<i>Capital assets being depreciated:</i>				
Buildings	123,160	17,478	452	140,186
Infrastructure.....	1,244,214	21,321	2,141	1,263,394
Improvements other than buildings	8,720	13	-	8,733
Machinery and equipment	<u>112,704</u>	<u>15,323</u>	<u>6,700</u>	<u>121,327</u>
Total capital assets being depreciated	<u>1,488,798</u>	<u>54,135</u>	<u>9,293</u>	<u>1,533,640</u>
Less accumulated depreciation for:				
Buildings	59,714	2,783	381	62,116
Infrastructure	740,193	30,892	2,142	768,943
Improvements other than buildings	6,541	209	-	6,750
Machinery and equipment	<u>75,076</u>	<u>8,729</u>	<u>6,243</u>	<u>77,562</u>
Total accumulated depreciation	<u>881,524</u>	<u>42,613</u>	<u>8,766</u>	<u>915,371</u>
Total capital assets being depreciated, net	<u>607,274</u>	<u>11,522</u>	<u>527</u>	<u>618,269</u>
Government activity capital assets, net	<u>\$ 840,366</u>	<u>\$ 39,072</u>	<u>\$ 37,715</u>	<u>\$ 841,723</u>
Depreciation expense for governmental activities was charged to functions as follows:				
General government				\$ 164
Public safety				4,802
Public works				36,525
Health				315
Culture and recreation				552
Conservation and development				<u>3</u>
Total				<u>\$ 42,361</u>

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

	Balance 01-01-04	Additions	Deletions	Balance 12-31-04
Business-type activities		<i>(Thousands of Dollars)</i>		
Waterworks				
<i>Capital assets not being depreciated:</i>				
Land	\$ 1,568	\$ -	\$ -	\$ 1,568
Construction in progress	<u>16,440</u>	<u>18,618</u>	<u>14,807</u>	<u>20,251</u>
Total capital assets not being depreciated	<u>18,008</u>	<u>18,618</u>	<u>14,807</u>	<u>21,819</u>
<i>Capital assets being depreciated:</i>				
Buildings	22,362	625	-	22,987
Infrastructure	266,638	9,569	498	275,709
Machinery and equipment	192,359	4,613	1,174	195,798
Nonutility property	<u>540</u>	<u>-</u>	<u>-</u>	<u>540</u>
Total capital assets being depreciated	<u>481,899</u>	<u>14,807</u>	<u>1,672</u>	<u>495,034</u>
Less accumulated depreciation for:				
Buildings	12,885	712	-	13,597
Infrastructure	66,773	3,198	695	69,276
Machinery and equipment	68,092	7,815	1,176	74,731
Nonutility property	<u>125</u>	<u>2</u>	<u>-</u>	<u>127</u>
Total accumulated depreciation	<u>147,875</u>	<u>11,727</u>	<u>1,871</u>	<u>157,731</u>
Total capital assets being depreciated, net	<u>334,024</u>	<u>3,080</u>	<u>(199)</u>	<u>337,303</u>
Waterworks capital assets, net	<u>352,032</u>	<u>21,698</u>	<u>14,608</u>	<u>359,122</u>
Sewer Maintenance				
<i>Capital assets not being depreciated:</i>				
Construction in progress	<u>20,580</u>	<u>17,768</u>	<u>14,410</u>	<u>23,938</u>
Total capital assets not being depreciated	<u>20,580</u>	<u>17,768</u>	<u>14,410</u>	<u>23,938</u>
<i>Capital assets being depreciated:</i>				
Infrastructure	285,621	17,855	2,279	301,197
Machinery and equipment	1,467	420	-	1,887
Furniture and furnishings	<u>22</u>	<u>-</u>	<u>-</u>	<u>22</u>
Total capital assets being depreciated	<u>287,110</u>	<u>18,275</u>	<u>2,279</u>	<u>303,106</u>
Less accumulated depreciation for:				
Infrastructure	87,869	3,819	2,279	89,409
Machinery and equipment	634	146	-	780
Furniture and furnishings	<u>11</u>	<u>3</u>	<u>-</u>	<u>14</u>
Total accumulated depreciation	<u>88,514</u>	<u>3,968</u>	<u>2,279</u>	<u>90,203</u>
Total capital assets being depreciated, net	<u>198,596</u>	<u>14,307</u>	<u>-</u>	<u>212,903</u>
Sewer maintenance capital assets, net	<u>219,176</u>	<u>32,075</u>	<u>14,410</u>	<u>236,841</u>

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

	Balance 01-01-04	Additions	Deletions	Balance 12-31-04
		(Thousands of Dollars)		
Parking				
<i>Capital assets not being depreciated:</i>				
Land	\$ 8,946	\$ -	\$ 33	\$ 8,913
Construction in progress	161	1,387	-	1,548
Total capital assets not being depreciated	9,107	1,387	33	10,461
<i>Capital assets being depreciated:</i>				
Buildings	49,076	-	-	49,076
Improvements other than buildings	5,657	-	27	5,630
Machinery and equipment	785	226	-	1,011
Total capital assets being depreciated	55,518	226	27	55,717
Less accumulated depreciation for:				
Buildings	18,444	1,888	-	20,332
Improvements other than buildings	2,539	234	26	2,747
Machinery and equipment	221	90	-	311
Total accumulated depreciation	21,204	2,212	26	23,390
Total capital assets being depreciated, net	34,314	(1,986)	1	32,327
Parking capital assets, net	43,421	(599)	34	42,788
Other business-type activities:				
<i>Capital assets not being depreciated:</i>				
Land	8,280	250	623	7,907
Construction in progress	38	172	38	172
Total capital assets not being depreciated	8,318	422	661	8,079
<i>Capital assets being depreciated:</i>				
Buildings	9,699	3,334	701	12,332
Improvements other than buildings	18,827	-	-	18,827
Machinery and equipment	4,865	-	318	4,547
Furniture and Furnishings	52	-	4	48
Total capital assets being depreciated	33,443	3,334	1,023	35,754
Less accumulated depreciation for:				
Buildings	6,225	147	701	5,671
Improvements other than buildings	12,570	394	-	12,964
Machinery and equipment	3,384	186	318	3,252
Furniture and furnishings	33	4	4	33
Total accumulated depreciation	22,212	731	1,023	21,920
Total capital assets being depreciated, net	11,231	2,603	-	13,834
Other business-type activities, net	19,549	3,025	661	21,913
Busines-type activity capital assets, net	\$ 634,178	\$ 56,199	\$ 29,713	\$ 660,664

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

5. DEFERRED REVENUE

Deferred revenue is recorded in the governmental funds for amounts not yet available and for resources received prior to being earned by the City. Related revenue is recognized when these amounts become available or when earned. The composition of the deferred revenue balances in the governmental funds is as follows:

	General	General Obligation Debt Service	Capital Projects	Nonmajor Governmental Funds	Total
	<i>(Thousands of Dollars)</i>				
Current property taxes	\$ 139,931	\$ 68,611	\$ 12,945	\$ -	\$ 221,487
Delinquent property taxes	4,271	-	-	2,116	6,387
Unearned revenue	2,204	-	14,029	9,046	25,279
Long-term receivables	-	52,322	-	7,972	60,294
Unbilled special assessments	-	-	11,280	-	11,280
Total	<u>\$ 146,406</u>	<u>\$ 120,933</u>	<u>\$ 38,254</u>	<u>\$ 19,134</u>	<u>\$ 324,727</u>

6. SHORT-TERM DEBT

During 2004, the City issued \$66,000,000 of Revenue Anticipation Notes (RANs). The RANs were issued for the purpose of financing the City's operating budget on an interim basis pending receipt of State of Wisconsin shared revenue payments due in November 2004.

As of December 31, 2003, the City had outstanding \$150,000,000 of short-term RANs on behalf of Milwaukee Public Schools. In 2004, the City repaid the outstanding balance and issued \$172,000,000 short-term RANs for the same purpose. The new notes bear interest at the rate of 4% & 6% and will mature on September 1, 2005. The liability and related receivable to repay the revenue anticipation notes are recorded in the Debt Service Fund.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

7. LONG-TERM OBLIGATIONS

A. Changes in Long-Term Obligations

Changes in long-term obligations for the year ended December 31, 2004 were as follows:

	Balance 01-01-04	New Issues	Repayments	Balance 12-31-04	Amounts Due within One Year
<i>(Thousands of Dollars)</i>					
Governmental activities:					
General obligation bonds and notes					
City	\$ 477,934	\$ 76,991	\$ 57,822	\$ 497,103	\$ 69,148
Milwaukee Public Schools	120,341	12,340	10,796	121,885	11,465
Deferred amount on refundings	(9,902)	-	(1,530)	(8,372)	-
Unamortized premiums	21,912	10,467	6,820	25,559	-
Capital lease payable	523	-	174	349	175
Compensated absences	37,770	225	992	37,003	2,503
Claims and judgments	33,804	8,891	13,759	28,936	6,667
Total governmental activities	<u>\$ 682,382</u>	<u>\$ 108,914</u>	<u>\$ 88,833</u>	<u>\$ 702,463</u>	<u>\$ 89,958</u>
Business-type activities					
Water Works					
General obligation bonds and notes	\$ 37,809	\$ -	\$ 5,008	\$ 32,801	\$ 4,851
Deferred amount on refundings	(1,391)	-	(272)	(1,119)	-
Unamortized premiums	1,767	-	219	1,548	-
Revenue bonds	14,548	-	803	13,745	824
Compensated absences	921	46	24	943	943
Total Water Works	<u>53,654</u>	<u>46</u>	<u>5,782</u>	<u>47,918</u>	<u>6,618</u>
Sewer Maintenance					
Revenue bonds	61,980	-	1,035	60,945	2,390
Unamortized premiums	2,973	-	261	2,712	-
Total sewer maintenance	<u>64,953</u>	<u>-</u>	<u>1,296</u>	<u>63,657</u>	<u>2,390</u>
Parking					
General obligation bonds and notes	19,635	600	3,622	16,613	3,767
Deferred amount on refundings	(388)	-	(74)	(314)	-
Unamortized premiums	476	-	69	407	-
Total parking	<u>19,723</u>	<u>600</u>	<u>3,617</u>	<u>16,706</u>	<u>3,767</u>
Other Enterprise Funds					
General obligation bonds and notes	4,363	505	339	4,529	506
Deferred amount on refundings	(79)	-	(12)	(67)	-
Unamortized premiums	109	-	14	95	-
Total Other Enterprise	<u>4,393</u>	<u>505</u>	<u>341</u>	<u>4,557</u>	<u>506</u>
Total business-type activities	<u>\$ 142,723</u>	<u>\$ 1,151</u>	<u>\$ 11,036</u>	<u>\$ 132,838</u>	<u>\$ 13,281</u>

Compensated absences have been liquidated by the applicable governmental funds that account for the salaries and wages of the related employees. Claims and judgments typically have been liquidated from the special purpose damages and claims account in the general fund.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

B. General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities for the City and for Milwaukee Public Schools. General obligation bonds have been issued for both governmental and business-type activities. General obligation bonds are secured by the full faith and unlimited taxing power of the City. The debt for governmental activities will be retired by future property tax levies and other resources accumulated in the Debt Service Funds. The debt for business-type activities (i.e. Water Works, Parking, and Port of Milwaukee Enterprise Funds) will be retired by revenues from those operations or, if the revenues are not sufficient, by future tax levies. During the year ended December 31, 2004, general obligation bonds totaling \$24,200,000 were issued to finance capital improvements.

Use of Public Debt Amortization Fund for retirement of the public debt is governed by the Wisconsin Statutes. The Statutes provide that when total principal and accrued interest in the Public Debt Amortization Fund is substantially equal to the outstanding general obligation bonds and notes, the resources in the fund shall be applied to make annual interest and principal payments on that debt to maturity. The Statutes provide, in part, that "The Public Debt Commission may, however, at any time, apply the fund, not to exceed in any one year 40 percent of the balance in said fund on the preceding December 31, to acquire for cancellation general obligation bonds or notes prior to their maturity dates at prices not to exceed principal plus accrued interest to date of maturity, but the fund shall not be decreased below \$2,000,000 as a result of such purchases and cancellations." Principal sources of revenue are one-third of all interest on general City investments and interest on Fund investments. As authorized by the Statutes, the Public Debt Amortization Fund may purchase for investment or for cancellation, notes issued by the General Fund to fund operations.

Through 2004, \$94,853,794 has been borrowed and outstanding for forty-three tax incremental districts (TID). Total debt service requirements associated with these debt issues amounts to \$133,479,461. Tax increments received through 2004 total \$104,093,004. In any year in which TID debt service requirements for the ensuing year are greater than total tax increments received, the shortfall is funded by the property tax levy.

Under the Wisconsin Statutes, the City is required, if requested by the Board of Milwaukee Public Schools, and if approved by referendum, to issue general obligation bonds to finance purchases of school sites and to construct or remodel school buildings. No such bonds are currently outstanding. The \$121,885,000 of Milwaukee Public School long-term debt outstanding at December 31, 2004 consists of a portion of the City's general obligation bonds and notes which has been designated for school purposes. Under the Wisconsin Statutes, the City has title to the land and buildings of the Milwaukee Public Schools. However, the City does not control the use of the assets or receive the proceeds upon disposition of the assets. At June 30, 2004, the historical costs of the land and buildings as reported by Milwaukee Public Schools was approximately \$776,135,000. These assets are excluded from the financial statements of the City.

C. Revenue Bonds

The City issues revenue bonds to provide funds for water and sewer improvements. As such, they are not backed by the general credit or taxing powers of the City. During the year ended December 31, 2004, the City did not issue revenue bonds.

D. Notes Payable

The City issues installment notes to provide funds for various public improvement projects, cashflow for the school district and purchases of delinquent taxes. During the year ended December 31, 2004, installment loans totaling \$66,235,000 were issued to provide the school district cashflow, finance building projects and purchase 2003's delinquent taxes.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

E. Capital Leases Payable

The City has entered into a lease agreement as lessee for financing the acquisition of automated defibrillators/EKG monitors. This lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of the future minimum lease payments in the appropriate capital asset accounts in the amount of \$349,000 as of December 31, 2004.

The future minimum lease obligation and the net present value of these minimum lease payments as of December 31, 2004 was as follows:

	Governmental Activities
<i>(Thousands of Dollars)</i>	
Year ending:	
2005	\$ 175
2006	<u>174</u>
 Total minimum lease payments	 <u>\$ 349</u>

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

F. Debt Service Requirements

The maturities of the outstanding principal and related interest requirements are as follows:

Year	General Obligation Debt		Revenue Bonds Payable		Total Debt Service
	Principal	Interest	Principal	Interest	
(Thousands of Dollars)					
Governmental activities					
2005	\$ 80,613	\$ 28,523	\$ -	\$ -	\$ 109,136
2006	66,363	25,092	-	-	91,455
2007	60,791	21,905	-	-	82,696
2008	58,710	19,252	-	-	77,962
2009	52,637	16,471	-	-	69,108
2010-2014	201,708	50,562	-	-	252,270
2015-2019	88,869	18,620	-	-	107,489
2020-2023	9,297	12,948	-	-	22,245
Total	<u>\$ 618,988</u>	<u>\$ 193,373</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 812,361</u>
Business-type activities					
Water Works					
2005	\$ 4,851	\$ 1,612	\$ 824	\$ 352	\$ 7,639
2006	4,692	1,358	846	330	7,226
2007	3,362	1,120	868	307	5,657
2008	2,845	960	891	284	4,980
2009	1,989	851	915	260	4,015
2010-2014	12,336	2,494	4,949	921	20,700
2015-2019	2,726	200	4,452	239	7,617
Total	<u>\$ 32,801</u>	<u>\$ 8,595</u>	<u>\$ 13,745</u>	<u>\$ 2,693</u>	<u>\$ 57,834</u>
Sewer Maintenance					
2005	\$ -	\$ -	\$ 2,390	\$ 2,762	\$ 5,152
2006	-	-	2,480	2,667	5,147
2007	-	-	2,570	2,575	5,145
2008	-	-	2,650	2,487	5,137
2009	-	-	2,740	2,386	5,126
2010-2014	-	-	15,315	10,008	25,323
2015-2019	-	-	19,025	5,821	24,846
2020-2023	-	-	13,775	1,127	14,902
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,945</u>	<u>\$ 29,833</u>	<u>\$ 90,778</u>
Parking					
2005	\$ 3,767	\$ 776	\$ -	\$ -	\$ 4,543
2006	2,008	612	-	-	2,620
2007	1,981	515	-	-	2,496
2008	2,027	419	-	-	2,446
2009	1,435	329	-	-	1,764
2010-2014	4,232	868	-	-	5,100
2015-2019	1,163	104	-	-	1,267
Total	<u>\$ 16,613</u>	<u>\$ 3,623</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,236</u>

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

Year	General Obligation Debt		Revenue Bonds Payable		Total Debt
	Principal	Interest	Principal	Interest	Service
	(Thousands of Dollars)				
<i>Other Enterprise</i>					
2005	\$ 506	\$ 221	\$ -	\$ -	\$ 727
2006	477	197	-	-	674
2007	444	173	-	-	617
2008	443	154	-	-	597
2009	463	131	-	-	594
2010-2014	1,752	355	-	-	2,107
2015-2019	444	36	-	-	480
Total	\$ 4,529	\$ 1,267	\$ -	\$ -	\$ 5,796

G. Debt Limit

Wisconsin Statutes limit direct general obligation borrowing in the amount equivalent to 7% of the equalized valuation of taxable property. The Statutes further provide that within the 7% limitation, borrowing for school construction purposes may not exceed 2% of the equalized valuation and borrowing for general city purposes may not exceed 5% of the equalized valuation. At December 31, 2004 the City's legal debt margin was \$1,015,300,000. Of this amount, \$448,641,000 was for school purposes and \$566,659,000 was for City purposes.

H. Refundings

In prior years, the City defeased certain general obligation bonds by placing the proceeds from new general obligation bonds in an irrevocable trust to provide all future debt service payments on the bonds. Accordingly, the trust account assets and liability for the defeased bonds are not included in the City's financial statements. At December 31, 2004, \$160,205,000 of bonds outstanding are considered defeased, which includes debt defeased during the current year.

I. Conduit Debt

From time to time, the City, has issued industrial revenue bonds in order to provide financing to private sector entities for the purpose of business expansion acquiring, constructing, or rehabilitating housing units and for retiring the existing debt associated with housing units. These obligations are primarily secured by mortgage or revenue agreements on the associated projects and, together with the interest obligation, is payable solely by the developers from leased rentals and other funds or revenues. In addition, these obligations do not constitute indebtedness of the City, as the City has no responsibility for the debt beyond the resources provided by related leases or loans. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. The aggregate amount of all revenue bonds issued and outstanding at December 31, 2004 is approximately \$78,710,000.

8. RETIREMENT PLANS

Pension Benefits

Plan Description - The City makes contributions to the Employees' Retirement System of the City of Milwaukee (the "System"), a cost-sharing multiple-employer defined benefit pension plan, on behalf of all eligible City employees. The System provides retirement, disability, and death benefits to plan members and beneficiaries. The City Charter assigns the authority to establish and amend benefit provisions. The System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to the Employees' Retirement System of the City of Milwaukee, 200 East Wells Street, Room 610, Milwaukee, WI 53202.

Funding Policy - Plan members are required to contribute, or have contributed on their behalf, a percentage of their annual earnable compensation equal to 5.5%, 7%, 7%, and 7% for general City employees, police officers, firefighters, and elected officials, respectively. New hires who are not sworn police/fire must pay 1.6% of pensionable earnings for 8 years to fund the cost of benefit escalators due to the Global Pension Settlement. The City is required to contribute the actuarially determined

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
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amount. The City Charter assigns the authority to establish and amend contribution requirements. The City's contributions to the System for the years ending December 31, 2004, 2003, and 2002, were \$21,693,000, \$22,015,000, and \$20,233,000, respectively, equal to the required contributions on behalf of the plan members for each year.

Other Postemployment Benefits

The City provides medical insurance benefits for substantially all retirees in accordance with terms set forth in labor contracts or by Common Council resolution. Retirees are eligible to enroll in any of the group plans offered by the City. Aside from the Basic Plan, this includes any of the Health Maintenance Organizations (HMO) plans currently offered to active employees.

The City provides full health insurance coverage to general City employees who retire at age 55, but less than age 65, with 30 years of creditable service or age 60, but less than age 65, with 15 years of creditable service until the age of 65. Management employees retiring beginning in 2004 at age 55, but less than 65, pay a portion of health insurance the same as active management employees. In accordance with a "percentage formula" as provided in labor agreements, the City provides between 65% and 100% of the cost of the Basic Plan coverage for firefighters and police officers who retire with 25 years of creditable service and having attained at least the age of 52 but less than 60. Upon reaching the age of 60 but prior to the age of 65, the City provides full health insurance coverage for firefighters with single enrollment status and police officers with single enrollment status. The City contribution for firefighters between the ages of 60 and 65 with family enrollment status is the greater of 100% of the cost of single enrollment in the Basic Plan or an amount determined using the "percentage formula." The "percentage formula" used to determine the City contribution in the labor agreements is based on the amount of unused sick leave at retirement.

After attaining the age of 65 and having completed a minimum of 15 years of creditable service, all retirees are eligible to enroll in a "subsidized plan" for medical insurance. Under this plan, the City contributes 25% of the base rate toward retirees enrolled in the Basic Plan, while the retiree pays 75% of the base rate and 100% of the major medical rate. For those retirees enrolled in an HMO, the City contributes a 25% subsidy of the applicable HMO premium.

Medical insurance for retirees is financed on a pay-as-you-go basis. Approximately 4,705 employees are eligible to receive these benefits. For 2004, the City paid approximately \$24,603,642 toward medical insurance for its retirees.

In addition to medical insurance, the City allows its employees to continue life insurance coverage under the Group Life Insurance Plan offered to active employees in accordance with Section 350-25 of the Code of Ordinances. The base amount of coverage for general City employees is equal to the employee's annual basic salary to the next higher thousand dollars. The base amount of coverage for firefighters and police officers is equal to one and one-half the employee's annual basic salary to the next higher thousand dollars.

General City employees retiring at age 55 or older with 20 years of service or at age 60 regardless of years of service and covered under the group life insurance plan at retirement are eligible to continue coverage at the level on the date prior to their date of retirement. Firefighters and police officers retiring at age 52 or older with 20 years of service or at age 57 regardless of years of service and covered under the group life insurance plan at retirement are eligible to continue coverage up to their base amount of coverage on the date prior to their date of retirement. Prior to age 65, all retirees are required to pay the full premium rates as established by the insurance carrier, less an adjustment for estimated dividends. The rates established are group rates applied consistently to all employees, without regard to age or health. Upon reaching the age of 65, those retirees still part of the group life plan have their coverage reduced in accordance with the reduction schedule in effect on their last day physically at work, with the City assuming all future premiums.

For 2004, the groups rate for life insurance for the City population as a whole was approximately fifty-three cents per month per \$1,000 of coverage after estimated dividends. The effect on this rate as a result of including retirees in the pool is not determinable. Group life insurance for retirees age 65 or older are financed on a pay-as-you-go basis and cannot be readily separated from amounts paid on behalf of active employees. The City estimates \$1,081,200 out of a total \$3,890,682 for group life insurance for 2004 is attributable to approximately 4,983 retirees on the basis of the common group life rate.

Terminal Leave Payments

Upon retirement, employees receive a portion of their unused sick leave as terminal leave, in accordance with labor contracts and Section 350-38 of the Code of Ordinances. Firefighters whose normal hours of work exceed 40 hours per week receive between \$45 and \$65 for each work shift equivalent of unused sick leave. Firefighters whose normal hours of work average 40 hours per week receive between \$21 and \$30 for each work shift equivalent of unused sick leave. Police officers receive payment for up to 55 days of unused sick leave at base pay. Management pay plan employees are entitled to payment of

CITY OF MILWAUKEE
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30% of unused sick leave (maximum 960 hours) plus one-half of the sick leave days accumulated during the last twelve months of service for up to six additional days for a total maximum of 42 days at the rate of pay at retirement. Substantially all remaining City employees receive up to 30 days for unused sick leave as terminal leave, although some bargaining units receive slightly different benefits in accordance with related labor agreements. In 2004, approximately \$8,974,000 was paid for sick leave from all funds. At December 31, 2004 accumulated sick leave earned but not taken totaled approximately \$114,355,000 determined on the basis of current salary rates.

Terminal leave pay is funded on a pay-as-you-go basis and provided for in the salary budgets of the respective departments annually. In 2004 terminal leave payments totaled \$1,300,000 to employees retiring during the year. As of December 31, 2004, the City has accrued approximately \$21,727,000 in the government-wide statements for future terminal leave payments. This amount is included under the unfunded compensated absences of \$37,003,000, with the remainder accrued vacation leave of \$15,276,000.

9. FUND EQUITY

Reserved for Tax Stabilization and Advances to Other Funds

The Reserved for Tax Stabilization, \$50,479,000 at December 31, 2004, is governed by the City's Code of Ordinances. This reserve includes an amount for advances of \$13,431,000 from the general fund to the capital projects fund. The general fund has advanced this amount to fund special assessment projects. The availability of the \$13,431,000 for Tax Stabilization is contingent upon future collection of the special assessments receivable. All General Fund appropriation balances not encumbered or carried over are reserved for tax stabilization in subsequent years. The total amount that can be withdrawn from the Reserved for Tax Stabilization in any one year is an amount that prevents an increase of more than three percent in the City's property tax rate, as defined, and is anticipated to be available as of April 15 of the year covered by the budget. Such amount must be included in the adopted budget, which requires a majority affirmative vote of the Common Council. Fund withdrawals not needed to stabilize the tax rate can be made for up to 50% of the available balance, but require a three-fourths affirmative vote of the Common Council.

Deficit Fund Equity

The Capital Projects Fund has a deficit fund balance of \$12,278,000. The deficit is the result of construction in advance of collecting assessments from property owners and issuing of long-term debt for other construction contracts.

10. INTERFUND RECEIVABLE AND PAYABLE BALANCES AND NET TRANSFERS

The individual interfund receivable and payable balances at December 31, 2004, were as follows:

		Due From					
		General Fund	General Obligation Debt Service	Water Works	Sewer Maintenance Fund	Nonmajor Proprietary Funds	Total
		(Thousands of Dollars)					
Due To	General Fund	\$ -	\$ -	\$ 1,566	\$ -	\$ -	\$ 1,566
	General Obligation Debt	2,304	-	6,464	-	-	8,768
	Public Debt Amortization	-	291	-	-	-	291
	Capital Projects	12,562	-	-	-	-	12,562
	Nonmajor Governmental Funds	5,241	-	-	-	-	5,241
	Water Works	1,381	-	-	981	836	3,198
	Nonmajor Proprietary Funds ..	<u>6,095</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,095</u>
Totals	\$ 27,583	\$ 291	\$ 8,030	\$ 981	\$ 836	\$ 37,721	

CITY OF MILWAUKEE
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 FOR THE YEAR ENDED DECEMBER 31, 2004

Balances resulted from the timing differences between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, (3) payments between funds are made, (4) and funds overdraw their share of pooled cash or when there are transactions between funds where one fund does not participate in the City's pooled cash.

Interfund transfers for the year ended December 31, 2004 were as follows:

Transfers In				
	General Fund	General Obligation Debt Service	Nonmajor Proprietary Funds	Total
	(Thousands of Dollars)			
General Fund	\$ -	\$ -	\$ 10	\$ 10
General Obligation Debt	6,090	-	556	6,646
Public Debt Amortization.....	-	7,183	-	7,183
Capital Projects Funds	10	2,785	-	2,795
Nonmajor Governmental Funds.	4,443	13,613	-	18,056
Water Works	7,900	-	-	7,900
Parking	13,149	462	-	13,611
Nonmajor Proprietary Funds ...	1,677	-	-	1,677
Totals	<u>\$ 33,269</u>	<u>\$ 24,043</u>	<u>\$ 566</u>	<u>\$ 57,878</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires collection from to the fund that statute or budget required to expend them. (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

11. BALANCES BETWEEN THE CITY AND COMPONENT UNITS

Balances due to and due from component units as of December 31, 2004, consist of the following:

Component Unit Payable	Primary Government's Receivable (Thousands of Dollars)
Due from HACM for reimbursable expenditures	\$ 1,781
Due from RACM for loans issued to developers for the purpose of renovations and improvements to existing parcels of real estate	13,442
Due from MEDC for tax incremental district loans	2,660
Due from NIDC for reimbursements for expenditures	<u>178</u>
Total	<u>\$ 18,061</u>

Component Unit Receivable	Primary Government's Payable (Thousands of Dollars)
Due to HACM for project expenditures.....	\$ 214
Due to RACM for project expenditures.....	2,758
Due to MEDC for reimbursable expenses.....	2
Due to NIDC for reimbursements for programmatic expenditures passed through the City	<u>623</u>
Total	<u>\$ 3,597</u>

12. OPERATING LEASES

The City leases various properties under operating lease agreements expiring at various dates through 2007 and beyond. Certain leases contain provisions for possible renewal at term of the lease.

Scheduled minimum lease payments for years ending December 31 are as follows:

Year	Amount
	(Thousands of Dollars)
2005	\$ 2,942
2006	2,601
2007	2,611
2008	2,344
2009	1,960
2010-2014	10,591
2015-2019	10,249
2020-2023	<u>4,165</u>
Total	<u>\$ 37,463</u>

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2004

13. COMMITMENTS AND CONTINGENCIES

Claims and Other Legal Proceedings

The City is exposed to various risks of losses related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employee or natural disaster. With certain exceptions, it is not the policy of the City to purchase commercial insurance for the risks of losses to which it is exposed. Instead, the City believes it is more economical to manage its risks internally and set aside funds as needed for reasonably estimated current claim settlements and unfavorable judgments through annual appropriations and supplemental appropriations. Current settlements are paid from the General Fund and recorded as expenditures when paid in the fund based statements. The liabilities are recorded in the government-wide financial statement.

Under Wisconsin Statutes, the amount recoverable by any person for any damages, injuries or death in any action founded on fact against the City, agencies, officials, officers or employees cannot exceed \$50,000, with certain exceptions.

The City is self-insured for workers' compensation, health insurance (basic plan), uninsured motorist motor vehicle coverage for City employees, and general liability. Liabilities are reported when it is probable that a loss can be reasonable estimated. These losses include an estimate of claims that have been incurred but not reported. Liabilities are based on the estimated ultimate cost of settling the claims, including the effects of inflation and other economic and social factors. Claims are paid from the General Fund and recorded as expenditures when paid in the fund based financial statements. The liabilities are recorded in the government-wide statements.

The liabilities recorded as long-term debt in the government-wide statements are as follows:

General liability claims	\$ 16,723,000
Workers' compensation claims	7,421,000
Unemployment claims	210,000
Health insurance claims	4,582,000

Changes in the balances of claim liabilities during the past two years are as follows:

	2003	2004
Beginning of year liability	\$ 34,043,000	\$ 33,804,000
Current year claims and changes in estimates	19,996,000	8,891,000
Claim payments	<u>(20,235,000)</u>	<u>(13,759,000)</u>
End of year liability	<u>\$ 33,804,000</u>	<u>\$ 28,936,000</u>

The Milwaukee Police Association filed suit against the City and the Milwaukee Employees' Retirement System as a result of a City Ordinance passed in 1995 that merged the Retirement Fund with the Duty Disability Fund. Actuarial reports indicated that if the separate funds were merged, there were sufficient assets within the Employees' Retirement System to fund all retirement and disability liabilities without currently requiring additional contributions. In 1996, the Circuit Court granted summary judgment to the plaintiff declaring the merger to be unconstitutional. The court stayed enforcement of its order, insofar as any additional contribution of the City was concerned, to give the City the opportunity to appeal. In 1998, the Court of Appeals modified the Circuit Court's judgment; and the City's petition to the Wisconsin Supreme Court to accept a discretionary appeal of the Court of Appeals' decision was denied. As a result, the City was required to make contributions to fund an unfunded liability in the Duty Disability Fund.

The Equal Employment Opportunity Commission ("EEOC") conducted a pattern and practice investigation from December 1993 to September 1996. The investigation resulted in a finding of probable cause that the Fire and Police Commission ("FPC") and Milwaukee Police Department discriminated, based on race, in the areas of hiring, discipline, retaliation, and terms and conditions of employment. The EEOC sought \$5 million in total remedies for the class claims and nearly \$2 million to the individual hiring charging parties. Additionally, the EEOC requested remedies for the 15 individual "terms and conditions" charging parties in an amount totaling over \$2.5 million. The EEOC also sought an additional \$1 million in compensation to the "terms and conditions" class members. The EEOC referred the matter to the United States Department of Justice ("DOJ") in February 1997. Additional individual EEOC charges have also resulted in reasonable cause determinations and have been referred to the DOJ. The DOJ conducted a further, lengthy investigation and stated by letter dated January 2, 2001 that suit had been authorized against the City and the FPC. DOJ alleges that between 1991 and 1996, African-Americans were discriminated against in terms of differential and less favorable treatment in the hiring process.

CITY OF MILWAUKEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2004

(failing background investigations), and in terms and conditions of employment such as discipline, discharge, and assignment. In 2001 DOJ requested \$6.15 million in compensatory damages for a class of 100 victims of discriminatory terms and conditions of employment and an unspecified sum in back pay for a group of approximately 39 African-Americans who failed background investigations. The City considered that request unreasonable and urged DOJ re-consider its position. Since that time, DOJ has not responded. However, DOJ has declined to pursue litigation on behalf of seven of the charging parties and issued individual right to sue letters to them. To date, one suit has been served upon the City.

The Milwaukee Employees' Retirement System (MERS) is in the process of purchasing a computerized information system to assist in the administration of the City's pension system. The cost is expected to be in the range of \$11 to \$12 million. According to an agreement between the City and the MERS, the cost of the system is to be paid entirely by MERS. In this lawsuit, the Milwaukee Police Association alleges that the agreement between City and MERS limits MERS's obligation to pay for the information system to no more than \$3 million. If the suit is successful, the City might be liable to pay the remaining \$8 to \$9 million.

Environmental Liabilities

The City is exposed to numerous environmental liabilities, the most significant of which relate to seven landfills. Two of the seven landfills have been closed. Of the remaining four landfills that are no longer accepting waste, the Wisconsin Department of Natural Resources has imposed closure requirements on the North College Avenue Site, which the City substantially closed during 2000. The Hartung landfill, which is used exclusively for clean fill, is expected to be closed within three years. The City has accrued \$1,085,000 in the government-wide financial statement, as part of general liability claims, for landfill closure related to the four sites. These amounts are based upon what it would cost to perform all closure activities in 2001. Actual costs may be higher due to inflation, changes in technology, or changes in regulations.

GASB Statement No. 18 "*Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs*" establishes requirements for disclosure of closure and postclosure requirements for all municipal solid waste landfills receiving solid waste after October 9, 1991. The City's landfills have not accepted waste of this type since 1976 and is therefore not required to accrue for closure and postclosure care in accordance with GASB Statement No. 18.

Intergovernmental grants

Intergovernmental awards received by the City are subject to audit and adjustment by the funding agency or their representatives. If grant revenues are received for expenditures, which are subsequently disallowed, the City may be required to repay the revenues to the funding agency. In the opinion of management, liabilities resulting from such disallowed expenditures, if any, will not be material to the accompanying financial statements at December 31, 2004.

14. SUBSEQUENT EVENTS

On March 3, 2005, the City issued \$13,795,000 of general obligation corporate purpose bonds for the purpose of financing various public improvement projects of the City. These bonds mature on February 15 of each year beginning 2016 until 2022. Interest is payable on February 15 and August 15 commencing August 15, 2005.

On March 3, 2005, the City issued \$33,530,000 of general obligation short-term promissory notes for the purpose of financing various public improvement projects and fiscal requirements of the City. The notes mature on February 15 of each year beginning 2006 until 2015. Interest is payable on February 15 and August 15 commencing August 15, 2005.

On March 3, 2005, the City issued \$56,000,000 of short-term revenue anticipation notes for the purpose of temporarily financing the City's operating budget until the receipt of State shared revenues. These notes mature on March 23, 2006 with interest.

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**REQUIRED
SUPPLEMENTARY
INFORMATION**

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CITY OF MILWAUKEE
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
 FOR THE YEAR ENDED DECEMBER 31, 2004
(Thousands of Dollars)

Exhibit D-1

	Budgeted Amounts		Actual -	Variance
	Original	Final	Amounts	Positive
	Budget	Budget	Budgetary	(Negative)
			Basis	
Revenues:				
Property taxes	\$ 133,542	\$ 133,542	\$ 129,120	\$ (4,422)
Other taxes	2,754	2,754	3,563	809
Licenses and permits	10,025	10,025	11,530	1,505
Intergovernmental	273,548	273,548	273,865	317
Charges for services	53,954	53,954	60,825	6,871
Fines and forfeits	4,785	4,785	5,647	862
Other	6,653	7,092	8,108	1,016
Total Revenues	485,261	485,700	492,658	6,958
Expenditures:				
Current:				
General government	189,007	182,640	179,542	3,098
Public safety	221,537	232,472	231,371	1,101
Public works	84,840	89,618	89,562	56
Health	10,123	10,761	10,724	37
Culture and recreation	16,844	17,825	17,822	3
Conservation and development	3,428	3,496	3,495	1
Total Expenditures	525,779	536,812	532,516	4,296
Deficiency of Revenues over Expenditures	(40,518)	(51,112)	(39,858)	11,254
Other Financing Sources (Uses):				
Transfers in	22,170	28,260	33,269	5,009
Transfers out	-	(10)	(10)	-
Contributions received	25,778	26,623	22,236	(4,387)
Contributions used	(24,838)	(23,350)	(20,582)	2,768
Use of fund balance - reserved for tax stabilization	16,870	16,870	16,870	-
Total Other Financing Sources and Uses	39,980	48,393	51,783	3,390
Net Change in Fund Balance	(538)	(2,719)	11,925	14,644
Fund Balance - Beginning (Excludes Reserved for				
Tax Stabilization)	75,111	75,111	75,111	-
Fund Balance - Ending	\$ 74,573	\$ 72,392	\$ 87,036	\$ 14,644

Explanation of Differences of Budget to GAAP:

For budget purposes, the fund balance - reserved for tax stabilization is reflected as other financing sources whereas for accounting purposes, it is reflected as part of fund balance. The difference between the fund balance on a GAAP basis compared to budget basis is \$16,870 million at January 1, 2004. In addition, budgeted expenditures do not include capital lease payments as public safety expenditures.

Contributions received and used for budget purposes are reported as other financing sources, but for GAAP are considered to be revenues and expenditures.

See accompanying independent auditors' report.

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APPENDIX C

STATE STREET BANK AND TRUST COMPANY

State Street Bank and Trust Company (the “*Liquidity Facility Provider*”) is a wholly-owned subsidiary of State Street Corporation (the “*Corporation*”). The Corporation (NYSE: STT) is the world’s leading specialist in providing institutional investors with investment servicing, investment management and investment research and trading. With \$9.5 trillion in assets under custody and \$1.4 trillion in assets under management, the Corporation operates in 25 countries and more than 100 markets worldwide. The assets of the Liquidity Facility Provider at December 31, 2004, accounted for approximately 96% of the consolidated assets of the Corporation. At December 31, 2004, the Corporation had total assets of \$94.040 billion, total deposits (including deposits in foreign offices) of \$55.129 billion, total loans and lease finance assets net of unearned income, allowance and reserve for possible credit losses of approximately \$4.611 billion and total equity capital of \$6.159 billion.

The Liquidity Facility Provider’s Consolidated Reports of Condition for Insured Commercial and State Chartered Savings Banks FFIEC 031 for December 31, 2004, as submitted to the Federal Reserve Bank of Boston, are incorporated by reference in this APPENDIX C, and shall be deemed to be a part of this APPENDIX C.

In addition, all reports filed by the Liquidity Facility Provider for its years ended December 31 pursuant to 12 U.S.C. §324 after the date of this Official Statement shall be deemed to be incorporated herein by reference and shall be deemed to be a part hereof from the date of filing of any such report.

Additional information, including financial information relating to the Corporation and the Liquidity Facility Provider is set forth in the Corporation’s Annual Report or Form 10-K for the year ended December 31, 2004. The annual report can be found on the Corporation’s web site, www.statestreet.com. Such report and all reports filed by the Corporation pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this Official Statement are incorporated herein by reference and shall be deemed a part hereof from the date of filing of any such report. The Standby Bond Purchase Agreement is an obligation of the Liquidity Facility Provider and not of the Corporation.

Any statement contained in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Official Statement to the extent that a statement contained herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Official Statement.

The Liquidity Facility Provider hereby undertakes to provide, without charge to each person to whom a copy of this Official Statement has been delivered, on the written request of any such person, a copy of any or all of the documents referred to above which have been or may be incorporated in this Official Statement by reference, other than exhibits to such documents. Written requests for such copies should be directed to Investor Relations, State Street Corporation, One Lincoln Street, Boston, Massachusetts 02111, telephone number 617-786-3000.

Neither the Liquidity Facility Provider nor its affiliates make any representation as to the contents of this Official Statement (except as to the caption, "LIQUIDITY FACILITY PROVIDER," and this APPENDIX C to the extent it relates to the Liquidity Facility Provider), the suitability of the Bonds for any investor, the feasibility or performance of any project or compliance with any securities or tax laws or regulations.

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APPENDIX D

DEFINITIONS; SUMMARY OF THE INDENTURE

DEFINITIONS

The following definitions shall apply to terms used in the Indenture and this Official Statement unless the context clearly requires otherwise:

“Adjustable Interest Rate” means any of the following types of interest rates: an Auction Rate, a Daily Interest Rate, a Weekly Interest Rate, a Bond Interest Term Rate and a Long Term Interest Rate.

“Alternate Letter of Credit” means an irrevocable letter of credit authorizing drawings thereunder by the Trustee, issued by a bank, a trust company or other financial institution and meeting the requirements under the Indenture, which Alternate Letter of Credit shall be the same in all material respects (except as to expiration date) as the original Letter of Credit.

“Alternate Liquidity Facility” means any letter of credit, standby bond purchase agreement, line of credit, loan, guaranty or similar agreement by a Liquidity Facility Provider to provide liquidity support to pay the purchase price of Bonds (except where liquidity is not required as provided herein) tendered for purchase in accordance with the provisions of the Indenture, which agreement or facility is issued or otherwise delivered to replace a Liquidity Facility.

“Auction Agent” means any auctioneer appointed in accordance with the Indenture.

“Auction Rate” has the meaning set forth in *Exhibit B* to the Indenture.

“Auction Rate Period” has the meaning set forth in *Exhibit B* to the Indenture.

“Authorized Denominations” means for a Bond in a Mode, \$5,000 or any integral multiple thereof, unless otherwise specified in the Exhibit defining the Mode.

“Bank Bonds” means, in the event a Letter of Credit is in effect, Bonds purchased by the Letter of Credit Bank or its assignee pursuant to the Reimbursement Agreement or, in the event a Liquidity Facility is in effect, Bonds purchased by the Liquidity Facility Provider or its assignee pursuant to the Liquidity Facility.

“Bond Counsel” means a law firm of national standing in the field of public finance selected by the City.

“Bond Interest Term” means, with respect to a Bond bearing interest at the Bond Interest Term Rate, each period established in accordance with *Exhibit E* of the Indenture during which such Bond bears interest at a Bond Interest Term Rate.

“Bond Interest Term Rate” means, with respect to a Bond, a term, adjustable interest rate on such Bond established periodically in accordance with *Exhibit E* of the Indenture.

“Bond Year” means for the Bonds, the one-year period commencing each February 1, except for the initial Bond Year which shall commence on the date of the issuance of the Bonds and shall end on January 31, 2006.

“Bonds” means the Bonds authorized to be issued pursuant to the Indenture or any Tranche of such Bonds as the context may dictate.

“Book Entry Bonds” means the Bonds held by DTC (or its nominee) as the Registered Owner thereof pursuant to the terms and provisions of the Indenture.

“Broker-Dealer” means for any Bonds any entity that is permitted by law to perform the functions required of a Broker-Dealer that is a member of, or a direct participant in, the Securities Depository, that has been selected by the City, and that is a party to a Broker-Dealer Agreement with the Auction Agent and the City.

“Broker-Dealer Agreement” means an agreement among the Auction Agent, a Broker-Dealer and the City, pursuant to which such Broker-Dealer agrees to follow the procedures described in *Exhibit B* of the Indenture, as such agreement may from time to time be amended or supplemented.

“Business Day” means a day (a) other than a Saturday, a Sunday or the Friday after Thanksgiving Day; (b) on which banks located in New York City or the city in which the Corporate Trust Office is located are not required or authorized to be closed; (c) on which the New York Stock Exchange is not closed; or (d) with respect to any Bonds, on which banks located in the cities in which the principal office or payment office of any Remarketing Agent, Letter of Credit Bank, Liquidity Facility Provider or Broker-Dealer for such Bonds is not required or authorized to be closed.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and judicial decisions promulgated thereunder.

“Continuing Disclosure Agreement” means the Master Continuing Disclosure Certificate entered into by the City, as supplemented and amended, in order to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12(b)(5).

“Conversion” or *“Convert”* means a conversion, or the act thereof, of the Bonds or a Tranche thereof from one Mode to another as provided in the Indenture and in *Exhibits B, C, D, E, F* and *G* attached thereto. The establishment of a new Long Term Interest Rate Period upon the expiration of the previous Long Term Interest Rate Period shall be considered a Conversion.

“Conversion Date” means the effective date of a Conversion of the Bonds.

“Corporate Trust Office” means with respect to the Trustee its corporate trust agency office situated in Dallas, Texas. The Trustee may hereafter designate alternate Corporate Trust Offices and any successor Trustee shall designate its Corporate Trust Office by written notice delivered to the Notice Parties.

“*Daily Interest Rate*” means, with respect to any Bond, the variable interest rate on such Bond established periodically in accordance with *Exhibit C* of the Indenture.

“*Daily Interest Rate Period*” means, with respect to any Bonds bearing the Daily Interest Rate, each period established in accordance with *Exhibit C* of the Indenture during which a Daily Interest Rate is in effect for such Bond.

“*Debt Service Fund*” means the Debt Service Fund created under Section 67.11, Wisconsin Statutes, as the same may from time to time be amended.

“*Defeasance Obligations*” means cash, or non-callable direct obligations of the United States.

“*DTC*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“*Eligible Bonds*” means any Outstanding Bonds, excluding any Bonds owned by or on behalf of the City or Bank Bonds.

“*Favorable Opinion of Bond Counsel*” means, with respect to any action relating to the Bonds, the occurrence of which requires such an opinion, a written legal opinion of Bond Counsel to the effect that such action is permitted under the Indenture and will not impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation (subject to the inclusion of any exception contained in the opinion delivered upon the original issuance of such Bonds), subject to the Indenture.

“*Fitch*” means Fitch, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and its assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “*Fitch*” shall be deemed to refer to any nationally recognized rating agency designated in writing by the City.

“*Fixed Interest Rate*” means, with respect to any Bond, an annual rate of interest payable with respect to such Bond from and after the Fixed Interest Rate Date upon Conversion to a Fixed Interest Rate, established by the Remarketing Agent pursuant to *Exhibit G* of the Indenture.

“*Fixed Interest Rate Date*” means, with respect to a Bond bearing interest at a Fixed Interest Rate, the date on which the annual rate of interest with respect to such Bond becomes fixed and determined for the remainder of the term of the Bond, pursuant to *Exhibit G* of the Indenture.

“*Fixed Interest Rate Period*” means, with respect to a Bond bearing interest at a Fixed Interest Rate, the period during which such Bond bears interest at a Fixed Interest Rate for such Bond.

“*Government Obligations*” means (1) cash, (2) direct obligations of the United States or (3) any obligations permitted for investment with such funds by State law that are rated “AAA” by S&P.

“*Holder*,” “*Bondholder*,” or “*Owner*” means the Registered Owner of any Bond including DTC or its nominee as the sole Registered Owner of Book Entry Bonds.

“Interest Payment Date” means:

- (a) with respect to the Bonds the interest payment date as defined in the Exhibit of the Indenture specifying the Mode; and
- (b) for Bank Bonds and any other obligations owed by the City to the Letter of Credit Bank or the Liquidity Facility Provider, as the case may be, whereby such obligations bear interest, the respective days from which interest accrues pursuant to the relevant Reimbursement Agreement, Liquidity Facility or agreement providing therefor, as the case may be; and
- (c) the Maturity Date.

“Interest Rate Period” means each Daily Interest Rate Period, Weekly Interest Rate Period, Short Term Interest Rate Period, Long Term Interest Rate Period, Auction Rate Period or Fixed Interest Rate Period.

“Indenture” means the Trust Indenture dated as of November 1, 2005 between the City and the Trustee, as the same may be amended from time to time.

“Letter of Credit” means (a) an irrevocable letter of credit to be issued by a Letter of Credit Bank and delivered to the Trustee, being an irrevocable obligation to make payments to the Trustee of up to the amount therein specified with respect to (i) the principal amount of the Bonds Outstanding as applicable to enable the Trustee to pay (A) the principal amount of the Bonds when due at maturity or upon redemption, and (B) an amount equal to the principal portion of the purchase price of any Bonds tendered for purchase by the Registered Owners thereof, plus (ii) the amount of interest due on the Bonds at the Maximum Interest Rate for 35 days for the Bonds, or a Tranche thereof, bearing interest at the Daily Interest Rate and the Weekly Interest Rate, 270 days for the Bonds, or a Tranche thereof, bearing interest at the Bond Interest Term Rate, 186 days for the Bonds, or a Tranche thereof, bearing interest at the Auction Rate, the Long Term Interest Rate, if necessary, and the Fixed Rate, if necessary, or for other such number of days as may be required by the Rating Agency, to enable the Trustee to pay (A) interest on the Bonds when due and (B) an amount equal to the interest portion, if any, of the purchase price of any Bonds tendered for purchase by the Registered Owner thereof; as the same may be transferred, reissued, extended, amended to change the interest coverage period to satisfy the Rating Agency, or replaced in accordance with the Indenture and the Letter of Credit and (b) upon the issuance and effectiveness thereof, any Alternate Letter of Credit.

“Liquidity Facility” means any letter of credit, standby bond purchase agreement, line of credit, loan, guaranty or similar agreement by a Liquidity Facility Provider to provide liquidity support to pay the purchase price of Bonds (except where liquidity is not required as provided herein) tendered for purchase in accordance with the provisions of the Indenture and any Alternate Liquidity Facility delivered pursuant to the Indenture and with terms that are not inconsistent with the terms of the Indenture.

“Liquidity Facility Provider” means any provider of a Liquidity Facility, and its successors and permitted assigns, and, upon the effective date of an Alternate Liquidity Facility, the bank or banks or other financial institution or financial institutions or other Person or Persons issuing such Alternate Liquidity Facility, their successors and assigns.

“Long Term Interest Rate” means, with respect to a Bond, a term, non-variable interest rate established in accordance with *Exhibit F* of the Indenture.

“Long Term Interest Rate Period” means, with respect to a Bond bearing interest at a Long Term Interest Rate, each period during which a Long Term Interest Rate is in effect for such Bond.

“Mandatory Purchase Date” means any date upon which any Bonds have been called for mandatory tender for purchase in accordance with the Indenture.

“Maturity Date” means February 1, 2025.

“Maximum Auction Rate” has the meaning set forth in *Exhibit B* of the Indenture.

“Maximum Interest Rate” means the lesser of (a) the rate of 12% per annum calculated in the same manner as interest is calculated for the particular interest rate on the Bonds and (b) the Maximum Lawful Rate.

“Maximum Lawful Rate” means the maximum rate of interest on the relevant obligation permitted by applicable law.

“Mode” means any one of the methods by which a Bond may bear interest as described in *Exhibits B, C, D, E, F* and *G* of the Indenture.

“Moody’s” shall mean Moody’s Investors Service, Inc., its successors and their assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, *“Moody’s”* shall be deemed to refer to any other nationally recognized rating agency designated by the City.

“Nominee” means the nominee of the Securities Depository, which may be the Securities Depository, as determined from time to time pursuant hereto.

“Notice Parties” means the City, the Trustee, each Remarketing Agent, if any, the Letter of Credit Bank, if any, the Liquidity Facility Provider, if any, the Auction Agent, if any, and each Broker-Dealer, if any.

“Outstanding” means, when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, all Bonds that have been authenticated and delivered by the Trustee hereunder, except:

- (i) Bonds cancelled or delivered for cancellation at or prior to such date;
- (ii) Bonds in lieu of which others have been issued under the Indenture;
- (iii) Untendered Bonds to the extent that there is on deposit with the Trustee on the date purchase thereof is required as provided herein an amount to pay the purchase price thereof; and

(iv) For purposes of any consent, request, demand, authorization, direction, notice, waiver or other action to be taken by the Owners of a specified percentage of Outstanding Bonds hereunder, all Bonds held by or for the account of the City; *provided, however*, that for the purposes of any such consent, request, demand, authorization, direction, notice, waiver or action the Trustee shall be obligated to consider as not being Outstanding only Bonds known by the Trustee by actual notice thereof to be so held.

“Participant” means those broker-dealers, banks and other financial institutions for which the Securities Depository holds Bond certificates as securities depository.

“Paying Agent” for purposes of the Indenture, means the Trustee, or any other Person or institution appointed by the City as paying agent with respect to the Bonds.

“Payment Date” means each Interest Payment Date or any other date on which any principal of, premium, if any, purchase price, or interest on any Bond is due and payable for any reason, including without limitation upon any redemption of Bonds.

“Person” means a corporation, association, partnership, limited liability company, joint venture, trust, organization, business, individual or government or any governmental agency or political subdivision thereof.

“Prevailing Market Conditions” means, to the extent relevant (in the professional judgment of the Remarketing Agent) at the time of establishment of a rate or rates for the Bonds or a Tranche thereof by the Remarketing Agent as provided herein, (a) interest rates on comparable securities then being issued and traded; (b) other financial market rates and indices that may have a bearing on rates of interest; (c) general financial market conditions (including then current forward supply figures) that may have a bearing on rates of interest; and (d) the financial condition, results of operation and credit standing of the City, the applicable Letter of Credit Bank and/or the applicable Liquidity Facility Provider to the extent such standing has a bearing on rates of interest.

“Rating Agency” means Fitch when the Bonds are rated by Fitch, Moody’s when the Bonds are rated by Moody’s and S&P when the Bonds are rated by S&P.

“Record Date” means (a) with respect to any Interest Payment Date during a Daily Interest Rate Period, a Weekly Interest Rate Period, any Short Term Interest Rate Period or an Auction Rate Period, the Business Day immediately preceding such Interest Payment Date; and (b) with respect to any Interest Payment Date during a Long Term Interest Rate Period or a Fixed Interest Rate Period, the fifteenth day of the calendar month immediately preceding that Interest Payment Date.

“Redemption Date” means the date fixed for an optional or mandatory redemption prior to maturity of the Bonds.

“Registrar” means, for purposes of the Indenture, the Trustee.

“Registered Owner” means a Person in whose name a Bond is registered in the books of registry.

“Remarketing Agent” means the remarketing agent appointed in connection with the remarketing of Bonds pursuant to the provisions of the Indenture.

“Remarketing Agent Agreement” means any Remarketing Agreement between the City and the Remarketing Agent, as amended and supplemented from time to time.

“S&P” shall mean Standard & Poor’s Ratings Service, a Division of the McGraw-Hill Companies, Inc., its successors and their assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized rating agency designated by the City.

“Securities Act” means the federal Securities Act of 1933, as amended, and any successor thereto.

“Securities Depository” means DTC and its successors and assigns or any other securities depository appointed by the City pursuant to the Indenture.

“Securities Exchange Act” means the federal Securities Exchange Act of 1934, as amended, and any successor thereto.

“Short Term Interest Rate Period” means each period, consisting of Bond Interest Terms, during which any Bond bears interest at one or more Bond Interest Term Rates.

“Sinking Fund Installments” means, with respect to the Bonds, the amount or amounts required to be deposited in the Debt Service Fund in order to periodically redeem Bonds as provided herein.

“State” means the State of Wisconsin.

“Tax Compliance Certificate” means the arbitrage and use of proceeds certificate executed and delivered by the City at the time of issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with its terms.

“Tranche” means the designated portion of Bonds sharing a similar Interest Rate Period in the same Mode.

“Trust Estate” means the money, securities and other property held by the Trustee on behalf of the Bondholders pursuant to the Granting Clauses of the Indenture.

“Trustee” means J.P. Morgan Trust Company, National Association, as trustee appointed pursuant hereto, and any successor trustee appointed under the Indenture.

“Undelivered Bond” means any Bond which constitutes an Undelivered Bond under the provisions of the Indenture.

“Underwriter” means Banc of America Securities LLC.

“*Weekly Interest Rate*” means, with respect to any Bond, a variable interest rate on such Bond established in accordance with *Exhibit D* of the Indenture.

“*Weekly Interest Rate Period*” means, with respect to any Bond bearing interest at a Weekly Interest Rate, each period during which a Weekly Interest Rate is in effect for such Bond.

APPLICATION OF PROCEEDS; ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Application of Proceeds. The City hereby directs that the proceeds of sale of the Bonds shall be deposited in the City’s Capital Projects Fund.

Debt Service Account. A separate account to be held by the Trustee shall be created in the Debt Service Fund for the Bonds and designated as the “Debt Service Account – Variable Rate General Obligation Corporate Purpose Bonds, Series 2005 V8” (the “*Series 2005 V8 Debt Service Account*”). A subaccount within the Series 2005 V8 Debt Service Account shall be created and designated the “Letter of Credit Debt Service Subaccount” (the “*Letter of Credit Debt Service Subaccount*”). On any Interest Payment Date or day when payment of the principal of or redemption price of the Bonds is due, the Trustee shall deposit into the Series 2005 V8 Debt Service Account all payments made by the City pursuant to the Indenture and all monies derived from a drawing under a Letter of Credit for the purposes of paying the principal and interest on the Bonds to be applied (1) to the payment of interest, when due, on all Outstanding Bonds, including any accrued interest due in connection with redemption of Bonds, and (2) to the payment, when due, of the principal of or redemption price of the Bonds then payable at maturity or upon redemption.

Remarketing Reimbursement Fund and Accounts. A separate fund and related accounts to be held by the Trustee shall be created at the time any Bonds bear interest at an Adjustable Interest Rate (except an Auction Rate) and designated as the “Remarketing Reimbursement Fund” (the “*Remarketing Reimbursement Fund*”) and therein separate accounts for such Bonds. Within the Remarketing Reimbursement Fund, there shall be created an account designated the “Remarketing Proceeds Account” (the “*Remarketing Proceeds Account*”), an account designated the “Letter of Credit and Liquidity Facility Account” (the “*Letter of Credit and Liquidity Facility Account*”) and an account designated the “City Account” (the “*City Account*”). The Trustee shall deposit into (i) the Remarketing Proceeds Account all proceeds from the remarketing of the Bonds, (ii) the Letter of Credit and Liquidity Facility Account all monies drawn on the Letter of Credit or the Liquidity Facility to pay the purchase price on the Bonds and (iii) the City Account all payments hereafter made by the City for deposit in the City Account pursuant to the Indenture. The Remarketing Reimbursement Fund shall not be considered a part of the security for the Bonds but shall be used solely in connection with the remarketing of Bonds. Any moneys deposited to the Remarketing Reimbursement Fund shall be held without liability for interest and without investment or commingling thereof. Except as otherwise provided herein, neither the City nor the Trustee shall grant any lien or encumbrance to any Person on the moneys deposited in the Remarketing Reimbursement Fund received from a drawing on a Letter of Credit or a Liquidity Facility, as the case may be, or amounts received from a remarketing of the Bonds.

Demand for Purchase of Bonds under a Liquidity Facility. In the event there is a Liquidity Facility in effect instead of a Letter of Credit with respect to the Bonds, by 10:30 a.m., New York City time (or such other time as may be agreed to between the City and the Liquidity Facility Provider), on the tender date for the Bonds, the Trustee is hereby directed to notify the Liquidity Facility Provider

as to the aggregate purchase price of the applicable tendered Bonds required to be purchased by the Liquidity Facility Provider and to make a demand for purchase of such Bonds under the Liquidity Facility in accordance with the terms of the Liquidity Facility, such that the Trustee will have amounts, on deposit in the Remarketing Reimbursement Fund sufficient to pay the purchase price plus accrued interest, if any, of the Bonds to be tendered by no later than 2:30 p.m., New York City time (or such other time as may be agreed to between the City and the Liquidity Facility Provider). Upon the receipt of amounts payable under the Liquidity Facility, the Trustee shall deposit such purchase price in the Letter of Credit and Liquidity Facility Account in the Remarketing Reimbursement Fund. In determining the amount of any such purchase price then due, the Trustee shall not take into consideration any purchase price due on the Bonds registered in the name of the City or the Liquidity Facility Provider or any affiliate of the City or the Liquidity Facility Provider to the extent identified to the Trustee and no demand for purchase under the Liquidity Facility shall be made to pay the purchase price of any Bonds, registered in the name of the City or the Liquidity Facility Provider or any affiliate of the City or the Liquidity Facility Provider to the extent identified to the Trustee. By 3:00 p.m., New York City time (or such other time as may be agreed to between the City and the Liquidity Facility Provider), the Trustee shall purchase the applicable tendered Bonds and immediately remit to the Liquidity Facility Provider such excess funds in the Letter of Credit and Liquidity Facility Account of the Remarketing Reimbursement Fund which were not used to purchase the Bonds tendered.

REMARKETING AGENT

Remarketing Agent for Bonds. The City shall appoint a Remarketing Agent for the Bonds, subject to the conditions set forth in the following paragraph, at the time the Bonds are initially issued in or are converted to an Adjustable Interest Rate (except an Auction Rate) or a Fixed Interest Rate (if necessary). Each Remarketing Agent shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City, the Trustee, and any Letter of Credit Bank or Liquidity Facility Provider, as the case may be, under which the Remarketing Agent will agree, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City, the Trustee, and the Letter of Credit Bank or the Liquidity Facility Provider, as the case may be, at all reasonable times.

Any Remarketing Agent appointed hereunder shall be a member of the National Association of Securities Dealers, having a combined capital stock, surplus and undivided profits of at least \$75,000,000 (or such other amounts as may be agreed to by the City), and authorized by law to perform all the duties imposed upon the Remarketing Agent by the Indenture and the Remarketing Agreement. Any Remarketing Agent may at any time resign and be discharged of the duties and obligations created by the Indenture and the Remarketing Agreement by giving notice to the Notice Parties. Such resignation takes effect only on the appointment of a successor Remarketing Agent by the City and the acceptance of such appointment by the successor Remarketing Agent. If no successor is appointed within sixty (60) days after the notice of resignation, the resigning Remarketing Agent may appoint a successor or at the City's expense petition any court of competent jurisdiction to appoint a successor. The successor Remarketing Agent must be a member of the National Association of Securities Dealers, having a combined capital stock, surplus and undivided profits of at least \$75,000,000 (or such other amounts as may be agreed to by the City), and authorized by law to perform all the duties imposed upon the Remarketing Agent by the Indenture and the Remarketing Agreement. Any successor Remarketing Agent shall accept in writing its duties and responsibilities

hereunder. The Remarketing Agent may be removed at any time by the City by written notice given by the City and delivered to the Notice Parties.

THE TRUSTEE; THE PAYING AGENT; THE REGISTRAR

Appointment of Trustee. (a) The Trustee may execute any of its trusts or powers and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be held liable for their actions if such agents are selected with reasonable care. The Trustee is entitled to advice of counsel concerning all matters hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees. The Trustee may act on the opinion or advice of counsel, accountants, engineers or surveyors selected by it in the exercise of reasonable care or, if the same are selected by the City, approved by the Trustee in the exercise of reasonable care. The Trustee is not responsible for any loss or damage resulting from any action or non-action in good faith in reliance on such opinion or advice.

(1) The Trustee is not responsible for any recital in the Indenture or in the Bonds, other than the Certificate of Authentication endorsed on the Bonds, or for the validity of the Indenture or of any supplements or instruments of further assurance. The Trustee has no duty or responsibility to examine or review and has no liability for the contents of any documents submitted to or delivered to any Owner in the nature of a preliminary or final placement memorandum, official statement, offering circular or similar disclosure document.

(2) The Trustee is not accountable for the use of any Bonds authenticated or delivered after such Bonds have been delivered in accordance with instructions of the City or for the use or application of any moneys received by the Paying Agent. The Trustee and any of its affiliates may become the Owner of Bonds secured hereby with the same rights as any other Owner.

(3) The Trustee shall be protected in acting on opinions of counsel and on any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to the Indenture on the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond is conclusive and binding on all future Owners of the same Bond and on Bonds issued in exchange therefor or in place thereof. The Trustee may conclusively rely on a certificate furnished by a Liquidity Facility Provider as to amounts owing under a Liquidity Facility.

(4) The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as duties. The Trustee is only responsible for the performance of the duties expressly set forth in the Indenture and is not answerable for other than its gross negligence or bad faith in the performance of those express duties.

(5) The Trustee is not required to give any bond or surety in respect of the execution of the trust and powers or otherwise in respect of the premises.

(6) Before taking any action requested by the Owners (except for purchase of Bonds under the Letter of Credit or the Liquidity Facility, for mandatory tenders and

redemptions and with respect to the payment of principal, interest, redemption premium, if any, and purchase price to Owners), the Trustee may require satisfactory security or an indemnity bond for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or bad faith by reason of any action so taken.

(7) Except for money held in the Remarketing Reimbursement Fund, all moneys received by the Trustee, until used or applied or invested, shall be held as special trust funds for the purposes specified in the Indenture and for the benefit and security of the Owners of the Bonds, the Letter of Credit Bank and the Liquidity Facility Provider. Such moneys need not be segregated from other funds except to the extent required by law or provided in the Indenture, and the Trustee is not otherwise under any liability for interest on any moneys received except such as may be agreed on.

(8) The Trustee shall, before any default by the City and after the curing of all defaults which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in the Indenture. The Trustee shall, during the existence of any default which has not been cured, exercise such of the rights and powers vested in it by the Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs.

(9) In addition to the Trustee's other duties, the Trustee shall authenticate and cancel Bonds as provided in the Indenture, keep such books and records relating to such duties as are consistent with prudent corporate trust industry practice and make such books and records available for inspection by the City at all reasonable times. All Bonds shall be made available for authentication, exchange and registration of transfer at the Corporate Trust Office of the Trustee.

(10) Any request or direction of the City mentioned in the Indenture shall be sufficiently evidenced by a certificate from an officer of the City. Whenever in the administration of the Indenture, the Trustee deems it desirable that a matter be proved or established before it takes, suffers or omits any action, the Trustee may rely upon such certificate.

(11) Except as otherwise expressly provided hereunder, the Trustee shall not be required to give or furnish any notice, demand, report, reply, statement advice or opinion to any Owner, the City or any other Person, and the Trustee shall not incur any liability for its failure or refusal to give or furnish the same unless obligated or required to do so by express provisions hereof.

(12) The Trustee shall not be liable with respect to any action taken or omitted to be taken at the direction of the Owners of a majority in aggregate principal amount of the Bonds Outstanding permitted to be given by them under the Indenture.

(13) The Trustee shall have no responsibility with respect to compliance by the City with Section 148 of the Code or any covenant in the Indenture regarding yields and investments.

(14) No provision of the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in performance of its duties.

(15) The Trustee shall have no duty or obligation to record or file any mortgage, financing statement, continuation statement or similar document relating to the Indenture.

(16) The Trustee may appoint an agent or agents with powers to act on the Trustee's behalf and subject to the Trustee's direction in the authentication, registration, transfer, exchange or tender of Bonds and the payment of principal, premium, if any, and interest on the Bonds and the payment of the purchase price therefor upon tender. For all purposes of the Indenture, the authentication, registration, and delivery of Bonds by any such agent pursuant to this section shall be deemed to be the authentication, registration and delivery of those Bonds by the Trustee. The Trustee may pay to any such agent from time to time reasonable compensation for its services, and the Trustee shall be entitled to be reimbursed for such payments as expenses of the Trustee.

Compensation of Trustee. The City, from time to time, shall pay, and the Trustee is entitled to, reasonable compensation as agreed upon from time to time (which may not be limited by any provision of law in regard to the compensation of a trustee of an express trust). The City shall pay or reimburse the Trustee on request for all reasonable expenses, disbursements and advances incurred or made, in accordance with any of the provisions of the Indenture (including the reasonable compensation and the reasonable expenses and disbursements of its counsel and of all agents and other Persons not regularly in its employ), except to the extent that any such expense, disbursement or advance is due to its own negligence or bad faith. The Trustee may not be paid from, and has no lien or claim on, any amounts in the Remarketing Reimbursement Fund or the Debt Service Fund. The City covenants and agrees to indemnify and hold the Trustee and its directors, officers, agents and employees (collectively, the "*Indemnitees*") harmless from and against any and all liabilities, losses, damages, fines, suits, actions, demands, penalties, costs and expenses, including out-of-pocket, incidental expenses, legal fees and expenses, and allocated costs and expenses of in-house counsel and legal staff and the costs and expenses of defending or preparing to defend against any claim ("*Losses*") that may be imposed on, incurred by, or asserted against the Indemnitees or any of them for following any instruction or other direction upon which the Trustee is authorized to rely pursuant to the terms of the Indenture. In addition to and not in limitation of the immediately preceding sentence, the City also covenants and agrees to indemnify and hold the Indemnitee and each of them harmless from and against any and all Losses that may be imposed upon, incurred by, or asserted against the Indemnitee or any of them in connection with or arising out of the Trustee's performance under the Indenture provided that the Trustee has not acted with negligence or engaged in willful misconduct.

Resignation; Successor Trustee. The Trustee and any successor Trustee may resign only on giving sixty (60) days' prior written notice to the City, the Liquidity Provider, if any, the Remarketing Agent, if any, and each Owner of Bonds then Outstanding as shown on the books of registry. Such resignation takes effect only on the appointment of a successor Trustee by the City and the acceptance of such appointment by the successor Trustee. If no successor is appointed within sixty (60) days after the notice of resignation, the resigning Trustee may appoint a successor or at the City's expense petition any court of competent jurisdiction to appoint a successor. On appointment of a successor Trustee, the resigning Trustee shall assign, without any expense to the Trustee, all of its right, title and interest in the Indenture and the security for the Bonds (including any Letter of Credit and any

Liquidity Facility then in effect) to the successor Trustee. The successor Trustee must be a bank or trust company with trust powers organized under the laws of the United States of America or any state of the United States of America, or the District of Columbia, having a combined capital stock, surplus and undivided profits aggregating at least \$100,000,000. Any successor Trustee shall accept in writing its duties and responsibilities hereunder and such writing shall be filed with the City and the Liquidity Provider, if any.

Removal of Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Liquidity Provider, if any, the Remarketing Agent, if any, and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. During such time that no default has occurred and is continuing under the Indenture and no event has occurred which with the passage of time or giving of notice or both could result in such a default, the Trustee may also be removed by an instrument in writing delivered to the Trustee and the Liquidity Provider, if any, by the City. Such removal shall take effect only on the appointment of a successor Trustee by the City and the acceptance of such appointment by the successor Trustee. On such removal, the Trustee shall assign, without any expense to the Trustee, to the successor Trustee all of its right, title and interest in the Indenture and the security for the Bonds (including any Letter of Credit and Liquidity Facility then in effect) in the same manner as provided for appointment of a successor Trustee. If the Bonds are rated by a Rating Agency, notice concerning any change in the Trustee shall be furnished by the City to such Rating Agency.

Instruments of Owners. (a) Any instrument required by the Indenture to be executed by Owners may be in any number of writings of similar tenor and may be executed by Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds given in any of the following forms is sufficient for any of the purposes of the Indenture:

(1) A certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him/her the execution thereof;

(2) A certificate executed by any trust company or bank stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank, as the property of such party, the Bonds therein mentioned.

(b) The Trustee may rely on such an instrument of Owners unless and until the Trustee receives notice in the form specified above that the original such instrument is no longer reliable. If the Trustee receives conflicting directions from two or more groups of Owners, each with combined holdings of not less than twenty-five (25)% of the principal amount of Outstanding Bonds, the directions given by the group of Owners which holds the largest percentage of Bonds are controlling and the Trustee shall follow such directions to the extent required herein.

Several Capacities. Anything in the Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Trustee, the Letter of Credit Bank, the Liquidity Provider, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law.

DEFAULT PROVISIONS; REMEDIES OF TRUSTEE AND BONDHOLDERS

Defaults and Remedies. Upon the occurrence of:

- (1) default in the payment of any interest on any Bond when due and payable; or
- (2) default in the payment of the principal of any Bond when due and payable;

the Trustee may, and if requested in writing by the registered owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall seek to obtain a writ of mandamus from a court of competent jurisdiction requiring the City to assess, levy and collect a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and interest on the Bonds.

Other Remedies; Rights of Bondholders. Upon the occurrence of a failure of the City to observe any of its other covenants, conditions or agreements under the Indenture for a period of thirty (30) days after receipt of written notice (unless the Trustee shall agree in writing to an extension of such time prior to its expiration), specifying such failure and requesting that it be remedied, given by the Trustee to the City, or in the case of any such default which cannot with due diligence be cured within such thirty (30) day period, failure of the City to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, the Trustee may proceed to protect and enforce its rights and the rights of the Bondholders by mandamus or other action, suit or proceeding at law or in equity for specific performance of any agreement herein contained.

Upon the occurrence of a default, if requested to do so by the holders of twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and the provision of indemnity satisfactory to the Trustee, the Trustee shall exercise such one or more of the rights and remedies conferred in this section as the Trustee, upon being advised by counsel, shall deem most expedient in the interests of the Bondholders.

Right of Bondholders to Direct Proceedings. Anything in the Indenture to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture or any other proceedings hereunder; *provided, however*, that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee may be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal benefit of the holders of the Outstanding Bonds.

Unconditional Right to Receive Principal, Premium and Interest. Nothing in the Indenture shall affect or impair the right of any Bondholder to enforce, by action at law, payment of the

principal of, premium, if any, or interest on any Bond at and after the maturity thereof, or on the date fixed for redemption or on the same being declared due prior to maturity as herein provided, or the obligation of the Trustee on behalf of the City to pay the principal of, premium, if any, and interest on each of the Bonds to the respective holders thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then and in every such case the City and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Waivers of Events of Default. The Trustee, in its discretion, may waive any default hereunder and its consequences and shall do so at the written request of the holders of a majority in aggregate principal amount of Bonds then Outstanding; provided, however, that there shall not be waived without the consent of the holders of all Bonds then Outstanding (A) any default in the payment of the principal of any Outstanding Bonds (whether at maturity or otherwise), or (B) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission,

(1) there shall have been paid or provided for all arrears of interest in respect of which such default shall have occurred, all arrears of principal and premium, if any, and all expenses of the Trustee in connection with such default, and

(2) in case of any such waiver or in the case of any discontinuance, abandonment or adverse determination of any proceeding taken by the Trustee on account of any such default, the City the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively.

No such waiver or rescission shall extend to any subsequent or other default or impair any right consequent thereon.

DISCHARGE

Discharge. On payment in full of all Bonds, the Trust Estate shall cease, determine and be discharged, and then the Trustee shall (i) cancel and discharge the Indenture, (ii) assign and deliver to the City any money held by it relating to the Bonds and (iii) return any Liquidity Facility to the Liquidity Facility Provider and the Letter of Credit to the Letter of Credit Bank; *provided, however,* that the cancellation and discharge of the Indenture does not terminate the right to receive payments provided for in the next succeeding paragraph, or the powers and rights granted to the Trustee, the Registrar, the Remarketing Agent and the Paying Agent with respect to the payment, registration of transfer and exchange of the Bonds. If the Bonds are rated by a Rating Agency, the Trustee shall furnish such Rating Agency notice of payment in full of the Bonds.

Provision for Payment of Bonds. (a) A Bond is deemed to have been paid within the meaning of the immediately preceding paragraph if:

(1) there has been irrevocably deposited with the Trustee (assuming that the Bond bears interest at the Maximum Bond Rate during any period the Bond during which the

interest rate on such Bond may change) either (A) sufficient money to pay the principal and interest due on or (B) Defeasance Obligations of such maturities and interest payment dates and bearing such interest as will, in the opinion of a firm of independent certified public accountants or other verification agent acceptable to the Trustee and the City, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (such earnings also to be held in trust), be sufficient together with any moneys referred to in subsection (a)(i)(A) above, for the payment at maturity or tender date before maturity of the principal thereof and the redemption premium, if any, and interest to accrue thereon at such maturity or redemption or tender date, as the case may be;

(2) if a Bond is to be redeemed on any date before its maturity, the Trustee has received in form satisfactory to it irrevocable instructions from the City to redeem such Bond on such date and either evidence satisfactory to the Trustee that the redemption notice required by the Indenture has been given or irrevocable power authorizing the Trustee to give such redemption notice has been granted to the Trustee;

(3) the Bond is not subject to a change in its interest rate, or tender at the option of the Bondholder, prior to its date of redemption; and

(4) if all Bonds are being discharged, there has been paid or provision duly made for the payment of all fees and expenses of the Trustee, the Registrar, the Paying Agent, the Liquidity Facility Provider, if any, the Letter of Credit Bank, if any, and the Remarketing Agent due or to become due.

(b) Limitations set forth regarding the investment of moneys held by the Trustee are not to be construed as preventing the deposit and holding of the obligations described in subsection (a)(i)(B) above for the purpose of defeasing the Indenture as to Bonds which have not yet become due and payable. Notwithstanding any other provision of the Indenture to the contrary, all money deposited with the Trustee as provided may be invested and reinvested, at the direction of the City, in Defeasance Obligations, and all income from all Defeasance Obligations in the hands of the Trustee under this Section which is not required for the payment of the Bonds and interest thereon with respect to which such moneys have been so deposited shall be delivered to the City.

(c) Notwithstanding any other provision of the Indenture to the contrary, if a Bond has been deemed to be paid under this Section, and if the Bond is secured by a Letter of Credit or Liquidity Facility, the Letter of Credit or Liquidity Facility may be terminated with respect to the Bond if the Trustee receives written confirmation from each Rating Agency, then maintaining a rating on the Bond, that termination of the Letter of Credit or Liquidity Facility shall not cause the ratings then in effect on the Bonds to be reduced or withdrawn. Upon receipt of the confirmation(s), the Bond shall no longer be subject to any mandatory tender except for mandatory tender at the option of the City..

AMENDMENTS TO THE INDENTURE

(a) The Indenture may be amended, at any time or from time to time, without the consent of the Owners of the Outstanding Bonds, (i) for the purpose of making changes in the provisions relating to the characteristics and operational provisions of the Adjustable Interest Rates, (ii) in order to provide for and accommodate any Letter of Credit, any Alternate Letter of Credit, any Liquidity Facility or any Alternate Liquidity Facility, (iii) pursuant to written advice of Bond Counsel, in order

to preserve the exemption from federal income taxation of the interest on the Bonds, and (iv) in connection with any changes in Adjustable Interest Rates with respect to the Bonds, for the purpose of making any changes with respect to the Adjustable Interest Rates as they affect the Bonds. Each such amendment shall become effective with respect to the Bonds on the change in an Adjustable Interest Rate next following the filing of a copy thereof with the Trustee, the Remarketing Agent, the Letter of Credit Bank and the Liquidity Facility Provider, together with a Favorable Opinion of Bond Counsel. No such amendment which is reasonably believed by the Trustee, the Remarketing Agent, the Letter of Credit Bank or the Liquidity Facility Provider to adversely affect its rights, immunities and duties hereunder shall be effective without the written consent thereto of the Trustee, the Remarketing Agent, the Letter of Credit Bank or the Liquidity Facility Provider, as the case may be. Without limitation of the foregoing, (x) any provision of the Indenture expressly recognizing or granting rights in or to the Letter of Credit Bank may not be amended in any manner which affects the rights of the Letter of Credit Bank hereunder without the prior written consent of the Letter of Credit Bank and (y) any provision of the Indenture expressly recognizing or granting rights in or to the Liquidity Facility Provider may not be amended in any manner which affects the rights of the Liquidity Facility Provider hereunder without the prior written consent of the Liquidity Facility Provider.

(b) The Owners of 51% of the Bonds then Outstanding, with the consent of the Liquidity Facility Provider, if any, and with the consent of the Letter of Credit Bank, if any, have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding and to the extent permitted by law, to consent to and direct the execution by the Trustee of such amendments as the City in its sole discretion shall consent to for the purpose of modifying, altering, amending, adding to or rescinding, any of the terms or provisions contained in the Indenture; *provided, however*, that no such amendment will have the effect of extending the time for payment or reducing any amount due and payable by the City without the consent of the Liquidity Provider and the Owner of all the Bonds or then Outstanding; and that no such Amendment shall extend the fixed maturity of any Bond or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Owner of each Bond so affected or permit the creation of any preference of any Owner over any other Owner, except as permitted herein; or deprive the Owners of the Bonds of the lien created by the Indenture, without the consent of the Liquidity Provider and the Owners of all the Bonds then Outstanding; and *provided, however*, a modification or change in the duties of the Trustee shall require the consent of the Trustee. Nothing in this paragraph shall be construed as making necessary the approval of any Owner of the City's ability to issue general obligation bonds on parity with the Bonds. If the Bonds are rated by a Rating Agency, the Trustee shall furnish copies of all amendments to such Rating Agency.

For a more complete discussion of the terms, provisions, rights and mechanics of the Indenture, reference is hereby made to the Indenture.

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APPENDIX E

FORM OF OPINION OF CO-BOND COUNSEL

Mr. W. Martin Morics
City Comptroller of the City
of Milwaukee
Room 404, City Hall
Milwaukee, Wisconsin 53202

Re: \$25,000,000
City of Milwaukee, Wisconsin
Variable Rate General Obligation Corporate Purpose Bonds,
Series 2005 V8

Dear Sir:

At your request, we have examined into the validity of an issue of \$25,000,000 Variable Rate General Obligation Corporate Purpose Bonds, Series 2005 V8 (the “*Bonds*”), of the City of Milwaukee, Wisconsin (the “*City*”). Such Bonds may bear interest in an Auction Rate Mode, Daily Interest Rate Mode, Weekly Interest Rate Mode, Short Term Interest Rate Mode, Long Term Interest Rate Mode and Fixed Interest Rate Mode (collectively, “*Modes*”), which are defined in and subject to change from time to time among Modes in accordance with the Indenture (defined below) and are payable as to interest on the interest payment dates established with respect to each of the Modes established in the Indenture. Separate tranches of Bonds may bear interest in different Modes simultaneously in accordance with the Indenture. Unless and except as the context shall otherwise require, all terms used in this opinion which are defined in the Resolution (defined below) and the Indenture shall have the respective meanings given to them in the Resolution and the Indenture.

The Bonds shall be issued as fully registered bonds. The Bonds shall be issuable solely in Authorized Denominations as more specifically provided in the Indenture. The Bonds shall initially be issued in the Weekly Interest Mode and bear interest at the Weekly Interest Rate. The Bonds shall mature on February 1, 2025.

The Bonds are subject to optional redemption and mandatory sinking fund redemption as more specifically provided in the Indenture, upon notice thereof as provided therein. The Bonds are also subject to optional and mandatory purchase under certain circumstances as provided in the Indenture.

The Bonds recite that they are issued for the purpose of financing certain projects pursuant to and in all respects in compliance with Chapters 65 and 67 of the Wisconsin Statutes, and acts supplementary thereto, the Charter of the City, resolutions duly adopted by the Common Council of the City and the Commissioners of the Public Debt of the City, including particularly the Resolution duly adopted by such Council on November 15, 2005 (the “*Resolution*”) and the Trust Indenture dated as of November 1, 2005 between the City and J.P. Morgan Trust Company, National

Association, as Trustee (the “*Indenture*”). We have examined the Constitution and statutes of the State of Wisconsin, the Charter of the City, a certified transcript of proceedings relating to the authorization and issuance of the Bonds and a specimen Bond. We have relied upon such transcript as to the matters of fact stated therein, without independent verification.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds, and we express no opinion relating thereto.

In our opinion, the Bonds have been authorized and issued in accordance with the Constitution and statutes of the State of Wisconsin and the Charter of the City, and constitute valid and legally binding obligations of the City, and the City has power and is obligated to levy ad valorem taxes for the payment of the Bonds and the interest thereon upon all property within the City subject to taxation by the City, without limitation of rate or amount.

It is to be understood that the rights of the holders of the Bonds, and the enforceability thereof, may be subject to judicial discretion, to the exercise of the sovereign police powers of the State of Wisconsin and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

It is also our opinion that, under existing statutes and court decisions and assuming compliance with certain tax covenants, interest on the Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”), and interest on the Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In rendering this opinion, we have relied on certain representations, certifications of fact, and statements of reasonable expectations made by the City and others in connection with the Bonds, and we have assumed compliance by the City with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Bonds from gross income under Section 103 of the Code.

We express no opinion regarding any other Federal or state tax consequences with respect to the Bonds. We have rendered this opinion under existing statutes and court decisions as of the issue date, and assume no obligation to update this opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. We express no opinion on the effect of any action taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Bonds.

Very truly yours,

APPENDIX F

MASTER CONTINUING DISCLOSURE CERTIFICATE

This Master Continuing Disclosure Certificate (the “*Certificate*”) dated as of March 1, 2004 is executed and delivered in connection with the issuance, from time to time, of municipal securities of the City of Milwaukee, Wisconsin (the “*City*”) and pursuant to resolution 031384 duly adopted by the Common Council of the City on February 10, 2004 (the “*Resolution*”). Capitalized terms used in this Certificate shall have the respective meanings specified above or in Article I hereof. Pursuant to the Resolution, the City agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The following capitalized terms used in this Certificate shall have the following respective meanings:

(1) “*Annual Financial Information*” means, collectively, (i) the financial information and operating data as described in an Addendum Describing Annual Report (Exhibit B); and (ii) information regarding amendments to this Certificate required pursuant to Sections 4.2(c) and (d) of this Certificate.

The descriptions contained in clause (i) above of financial information and operating data constituting Annual Financial Information are of general categories of financial information and operating data. Where such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a new Addendum Describing Annual Report shall be executed describing the information to be provided.

(2) “*Audited Financial Statements*” means the annual financial statements, if any, of the City, audited by such auditor as shall then be required or permitted by State law or the Resolution. Audited Financial Statements shall be prepared in accordance with GAAP for governmental units as prescribed by GASB; *provided, however*, that the City may from time to time, if required by federal or State legal requirements, modify the basis upon which its financial statements are prepared. Notice of any such modification, other than modifications prescribed by GASB, shall be provided to each NRMSIR and the SID, and shall include a reference to the specific federal or State law or regulation describing such accounting basis.

(3) “*Counsel*” means a nationally recognized bond counsel or counsel expert in federal securities laws, acceptable to the City.

(4) “*GAAP*” means generally accepted accounting principles for governmental units as prescribed by GASB.

(5) “*GASB*” means the Governmental Accounting Standards Board.

(6) “*Material Event*” means any of the following events with respect to the Offered Obligations, whether relating to the City or otherwise, if material:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions or events affecting the tax-exempt status of the Offered Obligations;
- (vii) modifications to rights of Security Holders;
- (viii) bond calls;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Offered Obligations; and
- (xi) rating changes.

(7) “*Material Event Notice*” means notice of a Material Event.

(8) “*MSRB*” means the Municipal Securities Rulemaking Board established pursuant to the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

(9) “*NRMSIR*” means, at any time, a then existing nationally recognized municipal securities information repository, as recognized from time to time by the SEC for the purposes referred to in the Rule. The NRMSIRs and filing information relating to such NRMSIR’s are set forth in the Addendum Describing NRMSIRs (Exhibit A) as may be revised from time to time.

(10) “*Offered Obligations*” means an issue of municipal securities of the City in connection with which the City has executed and delivered a Supplemental Certificate (Exhibit C).

(11) “*Official Statement*” means the “final official statement” as defined in paragraph (f)(3) of the Rule.

(12) “*Rule*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as in effect on the date of this Certificate, including any amendments and official interpretations thereof issued either before or after the effective date of this Certificate which are applicable to this Certificate.

- (13) “*SEC*” means the United States Securities and Exchange Commission.
- (14) “*Security Holders*” means the holders from time to time of Offered Obligations.
- (15) “*SID*” means, at any time, a then-existing state information depository, if any, as operated or designated as such by or on behalf of the State for the purposes referred to in the Rule. As of the date of this Certificate, there is no SID.
- (16) “*State*” means the State of Wisconsin.
- (17) “*Unaudited Financial Statements*” means the same as Audited Financial Statements, except the same shall not have been unaudited.
- (18) “*Underwriters*” means the underwriter(s) purchasing an issue of Offered Obligations.

ARTICLE II

THE UNDERTAKING

Section 2.1. Purpose. This Certificate shall apply to Offered Obligations, and shall constitute a written undertaking for the benefit of the Security Holders, and is being executed and delivered solely to assist the Underwriters in complying with subsection (b)(5) of the Rule.

Section 2.2. Annual Financial Information. (a) The City shall provide Annual Financial Information for the City with respect to each fiscal year of the City, by no later than nine months after the end of the respective fiscal year, to each NRMSIR and the SID.

(b) The City shall provide, in a timely manner, notice of any failure of the City to provide the Annual Financial Information by the date specified in subsection (a) above to (i) either the MSRB or each NRMSIR, and (ii) the SID.

Section 2.3. Audited Financial Statements. If not provided as part of Annual Financial Information by the dates required by Section 2.2(a) hereof, the City shall provide Audited Financial Statements, when and if available, to each NRMSIR and the SID.

Section 2.4. Notices of Material Events. (a) If a Material Event occurs, the City shall provide, in a timely manner, a Material Event Notice to (i) either the MSRB or each NRMSIR and (ii) the SID.

(b) Upon any legal defeasance of an Offered Obligation, the City shall provide notice of such defeasance to (i) each NRMSIR or the MSRB and (ii) the SID, which notice shall state whether the Offered Obligations to be defeased have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 2.5. Additional Disclosure Obligations. The City acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and SEC Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the City, and that under some circumstances compliance with this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the City under such laws.

Section 2.6. Additional Information. Nothing in this Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Financial Information or Material Event Notice, in addition to that which is required by this Certificate. If the City chooses to include any information in any Annual Financial Information or Material Event Notice in addition to that which is specifically required by this Certificate, the City shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information or Material Event Notice.

Section 2.7. No Previous Non-Compliance. The City represents that since July 3, 1995, it has not failed to comply in any material respect with any previous undertaking in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

ARTICLE III

OPERATING RULES

Section 3.1. Reference to Other Documents. It shall be sufficient for purposes of Section 2.2 hereof if the City provides Annual Financial Information by specific reference to documents (i) either (1) provided to each NRMSIR existing at the time of such reference and the SID, or (2) filed with the SEC, or (ii) if such a document is an Official Statement, available from the MSRB.

Section 3.2. Submission of Information. Annual Financial Information may be provided in one document or multiple documents, and at one time or in part from time to time.

Section 3.3. Material Event Notices. Each Material Event Notice shall be so captioned and shall prominently state the title, date and CUSIP numbers of the Offered Obligations.

Section 3.4. Transmission of Information and Notices. Unless otherwise required by law and, in the City's sole determination, subject to technical and economic feasibility, the City shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of the City's information and notices.

ARTICLE IV

TERMINATION, AMENDMENT AND ENFORCEMENT

Section 4.1. Termination. (a) The City's obligations under this Certificate with respect to an Offered Obligation shall terminate upon legal defeasance, prior redemption or payment in full of the Offered Obligation.

(b) This Certificate or any provision hereof, shall be null and void in the event that the City (1) delivers to the City an opinion of Counsel, addressed to the City, to the effect that those portions of the Rule which require the provisions of this Certificate or any of such provisions, do not or no longer apply to the Offered Obligations, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to each NRMSIR and the SID.

Section 4.2. Amendment. (a) This Certificate may be amended, by written certificate of the Comptroller, without the consent of the Security Holders if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the City or the type of business conducted thereby; (2) this Certificate as so amended would have complied with the requirements of the Rule as of the date of this Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (3) the City shall have received an opinion of Counsel addressed to the City, to the same effect as set forth in clause (2) above and further to the effect that the amendment does not materially impair the interests of the Security Holders; and (4) the City delivers copies of such opinion and amendment to each NRMSIR and the SID.

(b) In addition to subsection (a) above, this Certificate may be amended and any provision of this Certificate may be waived, without the consent of the Security Holders, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date hereof which is applicable to this Certificate; (2) the City shall have received an opinion of Counsel to the effect that performance by the City under this Certificate as so amended or giving effect to such waiver, as the case may be, will not result in a violation of the Rule; and (3) the City shall have delivered copies of such opinion and amendment to each NRMSIR and the SID.

(c) To the extent any amendment to this Certificate results in a change in the types of financial information or operating data provided pursuant to this Certificate, the first Annual Financial Information provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the accounting principles to be followed in preparing financial statements, other than changes prescribed by GASB, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. Notice of any such amendment shall be provided by the City to (i) either the MSRB or each NRMSIR, and (ii) the SID.

Section 4.3. Benefit; Third-Party Beneficiaries; Enforcement. (a) The provisions of this Certificate shall constitute a contract with and inure solely to the benefit of the Security Holders. Beneficial owners of Offered Obligations shall be third-party-beneficiaries of this Certificate.

(b) Except as provided in this subparagraph (b), the provisions of this Certificate shall create no rights in any person or entity. The obligations of the City to comply with the provisions of this Certificate shall be enforceable by the Security Holders, including beneficial owners of Offered Obligations. The Security Holders' rights to enforce the provisions of this Certificate shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the City's obligations under this Certificate and the Resolution. In consideration of the third-party beneficiary status of beneficial owners of Offered Obligations pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be Security Holders for purposes of this subsection (b).

(c) Any failure by the City to perform in accordance with this Certificate shall not constitute a default under the Resolution and any rights and remedies provided by the Resolution upon the occurrence of a default shall not apply to any such failure.

(d) This Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Certificate shall be instituted in a court of competent jurisdiction in the State; *provided, however*, that to the extent this Certificate addresses matters of federal securities laws, including the Rule, this Certificate shall be construed in accordance with such federal securities laws and official interpretations thereof.

IN WITNESS WHEREOF, I have hereunto executed this Certificate this 1st day of March, 2004.

CITY OF MILWAUKEE, WISCONSIN

ADDENDUM DESCRIBING NRMSIRs

This Addendum Describing NRMSIRs (the “*Addendum*”) is delivered by the City of Milwaukee, Wisconsin (the “*Issuer*”) pursuant to the Master Continuing Disclosure Certificate, executed and delivered by the Issuer and dated March 1, 2004. This Addendum describes the filing information relating to the Nationally Recognized Municipal Securities Information Repositories approved by the Securities and Exchange Commission.

REPOSITORIES AND CONTACT INFORMATION

Pursuant to the Securities and Exchange Commission interpretive letter to the Texas Municipal Advisory Council (the “*MAC*”) dated September 7, 2004, the Issuer elects to transmit filings to the MAC as provided at <http://www.disclosureusa.org> for submission to the NRMSIRs and any applicable SID.

Disclosure USA
www.disclosureusa.org

IN WITNESS WHEREOF, I have hereunto executed this Addendum this 1st day of March, 2005.

CITY OF MILWAUKEE, WISCONSIN

**ADDENDUM DESCRIBING ANNUAL REPORT
FOR GENERAL OBLIGATION DEBT OF THE ISSUER**

This Addendum Describing Annual Report for General Obligation Debt (the “*Addendum*”) is delivered by the City of Milwaukee, Wisconsin (the “*Issuer*”) pursuant to the Master Continuing Disclosure Certificate (the “*Certificate*”), executed and delivered by the Issuer and dated March 1, 2004. This Addendum describes the content of Annual Financial Information prepared with respect to general obligation debt of the Issuer. Capitalized terms that are not defined in this Addendum have the meanings set forth in the Certificate.

Content of Annual Financial Information for Issuer:

Audited Financial Statements, if available, or Unaudited Financial Statements of the Issuer.

In addition to the financial statements, unaudited operating data concerning the following matters shall be presented: (i) revenues received by the Issuer, (ii) expenditures made by the Issuer, (iii) budgets, (iv) selected financial data concerning the General Fund, (v) information concerning interfund borrowings, (vi) pertinent information on significant pending litigation, (vii) balances, debt limit, and trends of outstanding Issuer obligations, and (viii) statistical information on the economic condition of the City of Milwaukee.

IN WITNESS WHEREOF, I have hereunto executed this Addendum this 1st day of March, 2004.

CITY OF MILWAUKEE, WISCONSIN

SUPPLEMENTAL CERTIFICATE

This Supplemental Certificate is executed and delivered by the City of Milwaukee, Wisconsin (the “*Issuer*”) to supplement the Master Continuing Disclosure Certificate (the “*Certificate*”), executed and delivered by the Issuer and dated March 1, 2004. Pursuant to the provisions of the Certificate, the Issuer hereby determines that the Certificate and the Addendum Describing Annual Report, as described below, shall apply to the following issue of obligations:

Name of Obligations:

\$25,000,000 Variable Rate General Obligation Corporate Purpose Bonds, Series 2005 V8

Addendum Describing Annual Report:

ADDENDUM DESCRIBING ANNUAL REPORT
FOR GENERAL OBLIGATION DEBT OF THE ISSUER

Date of Issue:

December 1, 2005

IN WITNESS WHEREOF, I have caused this Supplemental Certificate to be executed this 1st day of December, 2005.

CITY OF MILWAUKEE, WISCONSIN

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